



Inver Grove Heights Parks and Recreation Advisory Committee

Wednesday, August 10, 2022 at 7:00 PM

8150 Barbara Avenue, Inver Grove Heights, MN 55077

AGENDA

1. Call to Order

2. Roll Call

3. Presentations

A. Fitness Update by Amy Crary, Fitness Coordinator

4. Announcements

5. Consent Agenda

All items on the Consent Agenda are considered routine and have been made available to the Commission at least two days prior to the meeting; the items will be enacted in one motion. There will be no separate discussion of these items unless a Commission member or citizen so requests, in which event the item will be removed from this Agenda and considered in normal sequence.

A. Approval of Agenda

B. Approval of Regular Meeting Minutes of June 15, 2022

6. Public Comment

Public comment provides an opportunity for the public to address the Commission on items that are not on the agenda. Comments will be limited to three (3) minutes per person.

7. Unfinished Business

Items that are brought back to the Commission for action from a previous meeting

8. Regular Agenda

A. Consider recommending acceptance of donations and sponsorships to Parks and Recreation programs from January 1-July 31, 2022.

B. Consider recommending approval for Funding Seidls Lake Trail Extension at Seidles Lake Park.

C. Consider recommending approval of Contract Amendment to City Project No. 2015-08 with Kimley-Horn for Civil Trail Connection Design Services for Vista Pines Park.

9. Administrative Presentations

A. Park Project Updates and Department Happenings

10. Commission Comments

A. Commission Questions and Comments

11. Adjourn



Request for Council Action

SUBJECT: **Fitness Update by Amy Crary, Fitness Coordinator**

MEETING DATE: August 10, 2022

ITEM TYPE: Presentations

CONTACT: Julie Dorshak, Recreation Superintendent, 651.450.2588

ACTION REQUESTED

None - Information Only Presentation

BACKGROUND

FISCAL IMPACT

None

RECOMMENDATION

ATTACHMENTS

None



Request for Council Action

SUBJECT: **Approval of Agenda**

MEETING DATE: August 10, 2022

ITEM TYPE: Consent Agenda

CONTACT:

ACTION REQUESTED

BACKGROUND

FISCAL IMPACT

RECOMMENDATION

ATTACHMENTS
None



Request for Council Action

SUBJECT: **Approval of Regular Meeting Minutes of June 15, 2022**

MEETING DATE: August 10, 2022

ITEM TYPE: Consent Agenda

CONTACT: Julie Dorshak, Recreation Superintendent, 651.450.2588

ACTION REQUESTED

PRAC approval of minutes from June 15, 2022

BACKGROUND

Request approval of attached minutes of June 15, 2022 PRAC meeting

FISCAL IMPACT

None

RECOMMENDATION

Approval of attached minutes

ATTACHMENTS

1. June 15, 2022 Parks and Recreation Advisory Meeting Mts.

**City of Inver Grove Heights Minutes of the Proceedings
Of the Park and Recreation Advisory Commission
City Council Chambers - 8150 Barbara Avenue
Wednesday, June 15, 2022: 7:00 p.m.**

Televised on Town Square Television

1. CALL TO ORDER:

Chair Steve Cook called the June 15, 2022 Park and Recreation Advisory Commission Meeting to order at 7:10 p.m.

2. ROLL CALL:

Present: Chair Steve Cook; Vice Chair Niki Barker, Commissioner's: Willie Krech, Curt Ellingboe, Sandra Christensen, Elaine Prickel, Kari Miller.

Parks and Recreation Director Adam Lares, Guest Services Supervisor Tammy Abrahamson, Recreation Superintendent Julie Dorshak, Parks Superintendent Brian Swoboda.

Others Present: Kurt Chatfield, Dakota County Planning Office; Mary Jackson, Project Manager, Dakota County; Dakota County Parks Director Niki Geisler.

3. PRESENTATIONS:

A. Introduction and Induction of New and Reappointed Commissioners

Parks and Recreation Director Adam Lares announced two new Parks and Recreation Advisory Commission Appointments and one Reappointment. The following were Sworn In:

William (Bill) Skar
Benjamin (Ben) Stone
Willie Krech (reappointment)

B. VMCC Membership Update – Tammy Abrahamson, Guest Services Supervisor

Guest Services Supervisor Tammy Abrahamson mentioned this was her first appearance as the Guest Services Supervisor, she was previously the Aquatics Coordinator. She has been the Guest Services Supervisor for three years. The following update was given:

Current Memberships (Numbers are compared to 2019, pre-Pandemic)

- 2019: 966 members (annually or monthly paid memberships)
- End of May 2022: 927 members
- Insurance provider benefit members:
 - 2019: 2,697 members
 - Current - 2022: 1,669 members

Admissions. (Pay a daily fee):

- In 2019 in a month, this time of year: 2,359
- In 2022 in a month, this time of year: 1,700
- Today (June 15, 2022), 8 new memberships were taken in
- Membership Special expires tonight. Waived enrollment fee

Pool Filter Project Update:

- Members were provided with two options:
 - Annual Member (Pays in one lump sum): Offer to extend memberships for a period of time due to the pool closure. 23 members have taken advantage of this option.
 - Monthly Members: Offered the option to go on hold without a fee for a certain length of time (charged \$10.00 normally). 38 members have chosen this option.
- Streamlining membership categories.
- Pre-COVID, there was a charge for a minimum of three months. During COVID it was scaled back with month to month.
- New Software, September 2021. Still learning how to use it to the best of their ability.

- New credit card machines.
- Adjusted operating hours. Signs, letters, and an email have gone out regarding the change as well as through social media and the Communications team.
- Security Cameras were installed around the Community Center. Guest Services will monitor.
- Senior Office Support position was filled September 2021, with a Customer Service Specialist.

Vice Chair Barker inquired about Scholarships.

Supervisor Abrahamson responded funds are \$200.00 per person, there are funds left.

Commissioner Skar suggested putting information in the ISD199 newsletter.

Director Lares replied there is currently one funding source for the scholarship fund. There is a need to find a mechanism to keep the fund going. Broadcasting it out at this time could deplete the fund, once a mechanism is determined it would be largely marketed.

Commissioner Christensen suggested School Social Workers be told of the opportunity.

Recreation Superintendent Julie Dorshak replied that 1,700 flyers were sent out to the Elementary Schools that included information about scholarships being available.

Supervisor Abrahamson clarified that its \$200.00 per child. The participant does have to pay half of the fee, that allows for participation in other programming, not just one.

C. Veterans Memorial Greenway Update – Dakota County Staff

Kurt Chatfield, Dakota County Planning Office, introduced those in attendance with him: Mary Jackson, Project Manager, and Dakota County Parks Director Niki Geisler.

Mr. Chatfield discussed a plan for memorials that would be located along the greenway:

- The greenway goes from Lebanon Hills to the Mississippi River.
- Adopted in 2018. The City of Inver Grove Heights provided a resolution of support.
- County Commissioner Joe Atkins wanted to re-work the greenway to honor Veterans.

Draft Plan – Purpose:

1. Honor and recognize the sacrifice made by Veterans and provide a place for healing.
 2. Share stories that inform and inspire visitors about who Veterans are, their service experiences, life changing events, and the County's military places.
- Worked with a group of approximately 12 Veterans as their advisory group and sorted stories into four categories:
 - Who Veterans Are
 - Service Experience
 - Turning Points
 - Dakota County Military Places

There are ten proposed memorial locations. These would be repurposed to a Veteran/patriotic theme.

A few to note:

- The 4th Memorial is dedicated to Flyers from all branches of service. It is located by the water tower in the Southern Lakes Subdivision.
- Memorial #5 recognizes the support organizations and allies that have supported the United States Military. It is proposed to be in Southern Lakes Park.
- The 8th Memorial is proposed to be the trailhead located at the Rich Valley Athletic Complex. The location would be between the shop building and the playground. A Purple Heart theme would honor people that have been wounded in action.

This would be almost entirely funded by Dakota County and the Metropolitan Council. The trail would be built in three phases. With each phase, small interpretative areas would be built with the trail.

Chair Cook asked if an overpass was considered for Highway 52 instead of an underpass.

Mr. Chatfield replied both options were investigated, the overpass was considerably more expensive. A daylight opening could be done to make it feel more comfortable.

Commissioner Stone asked if there were other Counties with trails like these.

Mr. Chatfield replied there are a lot of Veterans Parks, they have not noticed something like this done on a greenway or on a five-mile scale.

Mr. Chatfield said the plan is out for public review through July 8th. There is an open house on June 29th, from 4:30 to 6:30 p.m. at the Inver Grove Heights Veterans Community Center, Room 1.

4. ANNOUNCEMENTS:

- A. You can find information regarding the City of Inver Grove Heights by visiting our website at: www.ighmn.gov**
- B. Find us on Facebook at Inver Grove Heights Parks & Recreation**
- C. Follow us on Twitter at @IGH Parks**
- D. Follow us on Instagram: @ighparksrec**

5. Next Meeting: Wednesday, July 13, 2022. Parks Tour Meeting 5:00 – 8:00 p.m. Meet at City Hall. (This will not be a regular meeting).

6. CONSENT AGENDA:

- A. Approval of Agenda**
- B. Approval of Regular Meeting Minutes of May 11, 2022.**
- C. Approval of Regular Meeting Minutes of April 13, 2022.**

Motion by Vice Chair Barker, second by Commissioner Christensen, to approve the Consent Agenda as presented.

Ayes: 9

Nays: 0 Motion carried.

7. PUBLIC COMMENT:

Tamara Martin, 6215 Carleda Way, referenced a unique parcel of land in their area that is wooded and home to 100-year-old oak trees with pileated woodpeckers, fox, and deer. She said residents have been told of a community development plan to rezone and sell the parcel into three individual single family home lots. Over 60% of the street community members would like to find a way to preserve the forested area. She requested the Commission's help in exploring options.

Chair Cook asked who owns the parcel.

Ms. Martin responded it is city owned.

Director Lares addressed the area zoned residential stating the 2040 comprehensive plan has it guided for public park open spaces. His understanding was that these would be guided residential. This area would have to be explored with Community Development Director Heather Rand and the planning team. He felt it could be classified as a pocket park but the current comprehensive plan does not guide any pocket parks within the system.

Parks Superintendent Brian Swoboda shared what he knew about pocket parks was that there is a gas line underneath that was abandoned and recently acquired by the city.

Director Lares added that water and sewer have been stubbed in and the gas line was capped.

Chair Cook asked how the parcel was reidentified.

Director Lares replied it could have been an oversight. It was guided residential in the 2030 comprehensive plan. When that was updated, it turned to park and public open space.

Commissioner Skar asked if there was a timeline for Commission recommendations.

Director Lares replied that timeline was uncertain at this point. The Community Development Director and their team would have to discuss rezoning with the City Council first.

Commissioner Ellingboe suggested Ms. Martin and her neighbors voice their issues with the Planning Commission and go to City Council meetings. He said the Parks Commission could make a recommendation to the Council to redirect staff efforts.

Commissioner Stone asked if there was connectivity to other trails nearby.

Ms. Martin replied she did not believe so.

8. UNFINISHED BUSINESS:

9. REGULAR AGENDA:

A. Welcome to new PRAC members; William Skar and Benjamin Stone. Congratulations to Willie Krech for reappointment.

Commissioner Bill Skar mentioned he is a new resident of the city. He served on the Parks and Recreation Board in Shakopee, Minnesota when he lived there. He is the father of three, two of which have special needs. He is interested in accessibility with playgrounds and programming.

Commissioner Ben Stone mentioned he is a 19-year resident of the city. He grew up in South St. Paul north of Seidls Lake. He owns and run a business with his two brothers in West St. Paul called Navy Island which manufactures wood and acoustic products. He is interested in tree preservation.

Chair Cook mentioned this was Commissioner Krech's 30th year on the Commission.

Commissioner Willie Krech said he became involved 30 years ago when they were trying to build a Community Center and get ballfields put in. There was no Parks Director back then, everything that was wanted had to go before the Council. He is here to make sure places get their parks.

B. Nominations for Election for Chair and Vice Chair Positions.

Director Lares requested nominations for Chair of the Inver Grove Heights Parks and Recreation Advisory Commission.

Commissioner Krech nominated current Chair Steve Cook.

Chair Cook accepted the nomination for the position of Chair.

Motion by Commissioner Krech, to nominate Chair Steve Cook for the position of Chair of the Inver Grove Heights Parks and Recreation Advisory Commission.

Ayes: 9

Nays: 0 Motion carried.

Chair Cook requested nominations for the position of Vice Chair of the Inver Grove Heights Parks and Recreation Advisory Commission.

Commissioner Christensen nominated Niki Barker for the position of Vice Chair.

Vice Chair Niki Barker accepted the nomination for the position of Vice Chair.

Motion by Commissioner Christensen, to nominate Vice Chair Niki Barker for the position of Vice Chair of the Inver Grove Heights Parks and Recreation Advisory Commission.

Ayes: 9

Nays: 0 Motion carried.

C. Committee Assignments will be discussed in August.

Subcommittees along with their descriptions will be given out to all Commissioners prior.

D. Reminder for June 20 Commissioner Appreciation Picnic at Swing Bridge Park from 6-8 p.m. RSVPs were due by June 13.

10. ADMINISTRATIVE PRESENTATIONS:

A. Park Project Updates

1. Tennis Court Discussion for Oakwood and Skyview Parks for 2022 and 2023.

Parks Superintendent Brian Swoboda discussed the tennis courts at Oakwood and Skyview Parks, both will need replacement soon.

- Oakwood's courts were installed in 2000.
- Skyview's courts were installed in 1999.

Consideration is needed regarding putting them back as tennis courts or a combination of tennis court/pickleball court. Requesting direction about what to replace them as and if they should be replaced.

- Both courts have lights unlike other courts.
 - Those playing pickleball have requested lit courts.
- There are 7 tennis courts in the parks system with pickleball lines.
- There are 8 pickleball only courts.
- There are 2 courts at Oakwood Park and 2 courts at Skyview Park.
- The high school has 8 tennis courts.
- Lifespan of a tennis court is about 20 years.

Superintendent Swoboda suggested doing Skyview first. Thoughts and directions on how to proceed were requested so they can get one of the two courts done in Spring 2023.

Commissioner Krech questioned putting combination courts in, what would have to be done, and funding. He asked if the courts were used.

Superintendent Swoboda replied there are funds in Fund 402. He was unsure about evenings, during the day he sees more pickleball players than tennis players.

Vice Chair Barker recommends getting the community involved.

Director Lares shared that the proposed 2023 CIP has funds to do one of the courts. The other court would have funds in 2024. Staff would look into having the community involved.

Regarding pickleball, players have shared they would prefer to have as many pickleball courts on one complex versus spread throughout the city.

Commissioner Miller asked if the high school courts were open to the public and if there was a downside to making the courts dual purpose.

Superintendent Swoboda has noticed the gates wide open so anyone can use them. He addressed dual purpose courts stating net heights differ, lines are different, and the two users don't get along so well.

Commissioner Prickel mentioned that she plays both tennis and pickleball, it's easier for pickleball players to acclimate than it is for tennis.

Chair Cook preferred to keep some as tennis only courts.

Commissioner Skar asked if the focus could be on getting lights rather than resurfacing.

Superintendent Swoboda replied there were several options, he could get scenarios drawn up for the next meeting. With North Valley Park, conduit was run for lights to each side of the court. It's a matter of buying the standards, lights, and getting them installed.

Commissioner Krech mentioned that sometimes neighborhoods have a problem with putting lights in.

Director Lares replied there were no lights at North Valley. There is a new development going in to the west of the pickleball courts. The lights at Skyview and Oakwood are on push buttons, they light up for 20 minutes. Park hours still take precedence, closing at 10:00 p.m. He said he would put together a GIS map to determine usage/coverage.

Commissioner Christensen inquired about making the courts accessible.

Director Lares replied anything built new is made ADA specific.

2. South Valley Park Update.

Director Lares gave an update on South Valley Park:

- A work session was held on May 2, 2022 with the City Council.
- Option B, the open-air shelter, was presented and approved by the Council to proceed with bringing plans and specs to 100%.
- Final plans and specs would be brought back to the Council and the Parks and Recreation Commission in August.
- Potential demolition of the current shelter could take place this fall to prepare for spring construction.

3. Vista Pines Update – Reminder of Grand Opening August 23.

Superintendent Swoboda provided an update on Vista Pines Park:

- The stone park sign has been installed.
- Hydroseeding has been completed.
- Playground parts that were damaged/missing are in and would be installed this Friday. The damaged section of the playground has been fenced off.
- Tree Trust and the Delta group planted trees a week ago.
- The basketball court is still not coated. Trying to get a date from the subcontractor.
- Bike skills courses are done.
- Signage is done, site furnishings have been ordered.
- Hopeful to declare the park open July 1st.

Chair Cook mentioned Argenta was closed, he was unable to get to the park.

Superintendent Swoboda replied both Argenta and 70th are closed.

Director Lares stated if construction continues there is a way on the northwest entrance of the neighborhood. A map with how to get there would be included in the invitation.

4. Highlands at Settler's Ridge and Peltier Property Updates

Director Lares mentioned that the two locations are included in the Commissioners Park Tour.

The Peltier location was one that could be classified as a pocket park.

- Work can begin at the Peltier location, October 2022.
- Will have a community engagement process to discuss details for the parkland.
- Highlands at Settlers Ridge sits to the southeast of Peltier.
- Two landscape design firms are putting together proposals and will help with community engagement, construction, and design concepts.
- Hopeful to do as much as staff can in-house given the size of the parcels.
- The two locations are less than ½ mile apart with a trail connection.
- Amenities need to be determined for both.
- Both have stormwater basins adjacent to them.

B. Department Happenings

1. Parks Superintendent Update

Parks Superintendent Brian Swoboda gave the following update:

- At full staff. Crews have been busy mowing, dragging ball fields, lining soccer fields.
- There have been tournaments at Rich Valley for the last five weeks.
- Starting to create the new fairways at the North Valley Disc Golf Course. Tree Trust has been hired to help with the project.
- Taking a lot of emerald ash borer calls. Letters are sent out in the fall to those that have ash trees in the right of way.
- Picnics are happening at the Swing Bridge, Rich Valley, and South Valley. Common to have 6+ picnics a weekend.
- Working with Dakota County on the City/County conservation collaborative.
 - Working with FMR (Friends of the Mississippi River) to help write a Natural Resource Management Plan.

Chair Cook requested an update on the River Heights replanting process.

Superintendent Swoboda replied last summer/fall, all invasives were removed, the area was tilled and sprayed, non-desirable trees were removed, stumps were ground up, and dormant seeded prairie grasses were spread. The seeds are starting to germinate. Time and maintenance will be done over time, FMR has the funding to hire contractors to do a lot of the maintenance.

2. Recreation Superintendent Update

Recreation Superintendent Julie Dorshak gave the following update:

VMCC: Community Center:

- Pool project is on schedule to begin July 1st.
 - Lap, dive pool, and hot tub will be closed.
- Waterpark section would be done after Labor Day through mid-October.
- Air conditioning unit above the fitness studio is being replaced this summer.
- A different air condenser failed, looking to combine the two condensing units and replace both this summer.
 - Funds were not set aside for the unit until 2023.
 - Both units are over 20 years old.
 - Impacts the main lobby space, childcare room, and birthday party rooms (portable air conditioning units were purchased for those areas).
- Kids R.O.C.K. Program has the most participants they have had since 2012, with 151.
 - The program is full/registration is closed. There is no capacity to take on additional children or staff.
- Summer Programs:
 - Kids R.O.C.K. began Monday.
 - Programs starting this week: Learn to skate, swimming lessons, karate, pickleball leagues, girls' softball leagues, horse camp.
 - Nature camp was cancelled due to lightning. Will be rescheduled.
 - The Huck Finn Fishing Contest took place last week with 22 participants
- The Farmers Market began. Goes until October 9th. Held Sundays from 8:00 to 1:00.
- Terrific Tuesday's start next week. Held at South Valley Park.
- 1,839 participants have registered for the summer programs.
- Movie in the Park is coming up at Oakwood Park. Moana will be shown at dusk (9:15/9:30 p.m.). There will be entertainment prior at 7:00 p.m.
- Rolling out a new summer ice schedule.
- Working on the fall brochure. Planning for September-December.

Staff is working with Dakota County on the Unity Trail Grant. More information to come.

11. COMMISSION COMMENTS:

A. Commission Comments

Vice Chair Barker mentioned that subcommittee information will be sent to all Commission members. She welcomed the new Commissioners.

Commissioner Ellingboe welcomed the new Commissioners.

Commissioner Miller welcomed the new Commissioners. She has heard a lot of great comments about the fields at Rich Valley.

Commissioner Krech has a grandson who plays on the fields.

Commissioner Prickel welcomed the new Commissioners and congratulated Chair Cook and Vice Chair Barker on their chair/vice chair appointments.

Commissioner Christensen welcomed the new Commissioners.

Commissioner Stone mentioned he was very excited about the Memorial Greenway. He was impressed with the different format. He thanked whoever came up with the idea.

Commissioner Skar mentioned he was at the Community Center pool and Oakwood Park. He said it was great to come into a community like this where there are so many options. He was excited to expand upon that.

Chair Cook thanked the new Commissioners for their participation.

B. Input from Commissioners on the next Agenda

Please contact Chair Cook or Vice Chair Barker with ideas/suggestions.

11. ADJOURN:

Motion by Commissioner Miller, second by Commissioner Krech, to adjourn the meeting at 9:00 p.m.

Ayes: 9

Nays: 0

Minutes prepared by Recording Secretary Sheri Yourczek



Request for Council Action

SUBJECT: Consider recommending acceptance of donations and sponsorships to Parks and Recreation programs from January 1-July 31,2022.

MEETING DATE: August 10, 2022

ITEM TYPE: Regular Agenda

CONTACT: Julie Dorshak, Recreation Superintendent, 651.450.2588

ACTION REQUESTED

Recommend approval to authorize and accept donations and sponsorships to the Parks and Recreation Department.

BACKGROUND

The City of Inver Grove Heights is generally authorized to accept donations of real and personal property pursuant to MN Statutes Section 465.03 for the benefits of its citizens. The Parks and Recreation Department receives various donations, sponsorships and grants from businesses and other organizations to support and enhance recreation programs and events. See attached detail for specific contributors.

Business/Organization	Amount/Value	Purpose
Various Businesses	\$ 350	Program Scholarships
Various Businesses	\$6,525	Miscellaneous Youth and Family Programs
Various Businesses	\$1,850	Safety Camp
TOTAL	\$ 8,725	

FISCAL IMPACT

RECOMMENDATION

Recommend approval to authorize and accept January 1-July 31, 2022 donations and sponsorships to the Parks and Recreation Department.

ATTACHMENTS

1. 2022 Jan-July donations (version 1)

January 1, 2022 - July 31, 2022 Donations			
Company	Amount		
Programs			
			Notes on In-Kind or other
R30600 - Holiday Special Events		916.67	
Ghostly Gathering	166.67		Smile Doctors
Ghostly Gathering	250.00		Dr. Jennifer Orthodontics
Lets Pawty	250.00		Volkswagon of IGH
Lets Pawty	250.00		Frattalones Company
R30720 - Summer Special Events		1,666.67	
Food Trucks	166.67		Smile Doctors
Food Trucks	250.00		Dr. Jennifer Orthodontics
Food Trucks	250.00		Liberty Mutual Insurance
Terrific Tuesdays	500.00		River Heights Arts Alliance
Terrific Tuesdays	250.00		Therapy OPS
Touch a Truck	250.00		Therapy OPS
R20680 - Summer Specialty Camps		1,850.00	
Safety Camp	100.00		Youmans Insurance
Safety Camp	1,000.00		Total Construction
Safety Camp	250.00		Mauer Chevrolet
Safety Camp	250.00		Frattalone Companies
Safety Camp	250.00		Therapy OPS
R31000 - Family Programs		1,750.00	
Harmon Farms Trail Run	250.00		B52's
Harmon Farms Trail Run	500.00		Frattalones
Movie in the Park	1,000.00		Integrity Woven Wire
R40140 - Youth Soccer	166.66	166.66	Smile Doctors
R40140 - Youth Leagues- basketball	250.00	250.00	Therapy OPS
C65100 -Kids Rock	250.00	250.00	Volkswagon of IGH
C15500 - Special Events		1,250.00	
Healthy Living Fair	250.00		Simply Nutrition
Healthy Living Fair	1,000.00		Humana
	8,100.00		
Miscellaneous- In Kind			
Ice Show - provided food and beverages for skaters	250.00		Great River Figure Skating Club
Gift Card Ghostly Gathering	25.00		Gertens
	275.00		
Miscellaneous			
R90300 - Scholarships	250.00		Cut Fruit Express
R90300 - Scholarships	100.00		Edward Jones
	350.00		
Total Donations - Jan -Jun 2022	\$8,725.00	8,725.00	
		6,525.00	

Request for Council Action

SUBJECT: **Consider recommending approval for Funding Seidls Lake Trail Extension at Seidles Lake Park.**

MEETING DATE: August 10, 2022

ITEM TYPE: Regular Agenda

CONTACT: Brian Swoboda, Parks Superintendent, 651.450.2582
Adam Lares, Parks & Recreation Director, 651.450.2587

ACTION REQUESTED

The Park and Recreation Advisory Commission is asked to consider recommending approval to Council to fund the Seidls Lake Park Trail extension project in conjunction with the City of South St. Paul, as they have been awarded a DNR grant for the trail restoration and extension project between the two cities.

BACKGROUND

The City of Inver Grove Heights owns Seidls Lake Park on the south side of the lake, which is 30-acres. The City of South St. Paul also owns their version of Seidls Lake Park on the north side of the lake, which is 3-acres. The two cities have master plans for their respective parks, with Inver Grove Heights plan being created in 2007. Both cities are committed to the restoration of the Seidls Lake area as we desire it to be the centerpiece of a regional trail system and an amenity for the public to enjoy.

Restoration to the lake is currently broken into a 3 phased project:

1. Phase 1 – Seidls Lake Lift Station – Construction was completed last fall and lift station start up will be this spring 2022. Legislative dollars (\$781k) were obtained from the State and used for this phase.
2. Phase 2 – Restoration/Habitat enhancements – Conservation Partners Legacy Funds were applied for last fall and we recently found out that SSP/IGH was awarded \$382k.
3. Phase 3 – Trail reconstruction and extension – A DNR Local Trail Grants was awarded to the City of South St. Paul for \$250k.

Recently, WSB was hired by South St. Paul to complete a shoreline restoration study for Seidls Lake Restoration of the Seidls Lake area. The study mainly focused on Phases 2 and 3. They provided a design memo with a current assessment of the existing conditions and recommendations for consideration related to tree removal, shoreland and slope restoration techniques, native vegetation establishment, trail component, and tree/shrub planting. Overall, it made sense to design and construct phases 2 and 3 together to result in efficiencies and avoid redundancy since the projects are related. (See attached design summary from WSB)

The request before PRAC will be focused on Phase 3 - Trail reconstruction and extension at Seidls

Lake which connects both cities. This would include reconstruction of 1,680 feet of existing bituminous paved trail within Seidl's Lake Park and construction of a 920-foot bituminous trail extension in 2023/2024. (see attached map) The trail along the east side of Seidl's is in very poor condition and needs to be reconstructed. In many locations, the trail is washed away or badly deteriorated. In addition, there is a desire to construct an additional access point and extend the trail to the south, providing a connection to an existing trail in Inver Grove Heights to the trail on the east side of Seidl's Lake.

As noted above, the City of South St. Paul applied and was awarded a \$250k DNR grant for the reconstruction and extension of a trail which is located on the eastside of the lake and is in both South St. Paul and Inver Grove Heights. IGH staff provided a letter of support for the DNR application citing the completion of the proposed trail project that would improve access to the restored Seidl's Lake Park area, particularly from the Inver Grove Heights side of the park, which currently lacks access to the shoreline of Seidl's Lake. The project would provide opportunities for walking and biking, fishing, wildlife viewing, and other recreational activities. The proposed trail extension will also create a valuable nonmotorized connection between residential neighborhoods north of the park in South St. Paul, and the existing trail and playground area at the south end of the park in Inver Grove Heights. (see attached grant application)

Phase 3 has an estimated cost of \$440,000 and, minus the \$250,000 DNR grant funds, both cities would be responsible for a cost share of the remaining \$190,000 balance. This would require a City financial contribution of an estimated \$95,000 for the trial project. However, given anticipated inflation and potential trail rerouting to meet ADA design criteria, \$175,000 is a more reliable cost estimate. In addition, prior to providing the letter of support to South St. Paul for the grant application, staff informed them, that we did not have this particular trail in our current Parks CIP, and it has never been brought forth to our City Council for consideration in any short-term or long-term plans. However, getting potential grant funding would help from a cost justification standpoint, but we would still need to get approval and direction from our Park and Recreation Advisory Commission and City Council should this project move forward.

In December 2019, IGH Council approved the purchase of property located adjacent to Seidl's Lake Park. The purchase price was \$10,000 and was funded by the Park Acquisition and Development Fund (Fund 402). This was a result of each city's master plan envisioning a trail around the lake so residents from both communities could access the entire perimeter of the lake. Acquiring this parcel assists in that goal of developing a future trail. The parcel has significant topography challenges and abuts South St. Paul municipal border. The IGH master plan identifies two potential "pinch points" to getting a trail constructed in the future. (See attached Master Plan and Council Action)

FISCAL IMPACT

Funding for the Seidl's Lake Trail extension at Seidl's Lake Park would come from the City's Park Acquisition and Development Fund (Fund 402). Money in this fund comes from park dedication fees paid by development and it may be used only for the acquisition and development of new parks and improvements. It cannot be used for park maintenance, or any other city need such as streets, utilities or public safety. (Replacement and redevelopment of existing parks is funded by property tax revenues and occasional grant funds via the Park Capital Improvement Fund (Fund 444)).

The chart below shows the current balance of the Park Acquisition and Development Fund (Fund 402), as well as very high-level estimates of allocations for other park needs and projects on the horizon. In summary, it shows that funds are available to proceed with Phase 3 - Trail Project, and develop the identified parks in the City's northwest area (NWA), Heritage Village Park Phase 4, and

maintain a healthy balance in the Fund for future needs and opportunities.

Project List	Balance	Year to Complete
Fund 402 Balance as of 6/30/22	\$4,761,413	
Remaining Expenses Vista Pines Park	-\$88,780	2022
Vista Pines Trail Connection Design Services - Kimley Horn	-\$52,900	2022/2023
Vista Pines Trail Construction (not estimated)	-\$200,000	2022/2023
NWA - Peltier Pocket Park Development - (estimated)	-\$500,000	2022/2023
NWA - Highlands Pocket Park Development - (estimated)	-\$500,000	2022/2023
NWA - WSB Park Design (Highlands & Peltier)	-\$61,300	2022/2023
NWA - Park #4 - (estimated)	-\$1,000,000	TBD
Heritage Village Park – Phase 4 (estimated after DNR Grant)	-\$1,390,000	2023
HVP-Phase 4 5% Construction Contingency, Site Amenities, Construction Administration (estimated)	-\$179,500	2023
Seidles Lake Park Trail Connection (South St. Paul / DNR Grant)	-\$175,000	2023/2024
DEED Reimbursement (Vista Pines)	\$415,000	2022/2023
Total	\$1,028,933	

RECOMMENDATION

Staff recommends that the Park and Recreation Advisory Commission recommend to Council that they approve \$175,000 for the funding of Seidls Lake Park Trail Extension Project with the City of South St. Paul using the City's Park Acquisition and Development Fund (Fund 402).

ATTACHMENTS

1. 018376-000 Design Summary Memo_20210913 REDUCED

2. Final Seidl's Master Plan Entire Park
3. Seidls_Trail_LTC_Application_FINAL_WithAttachments_220308
4. Item 4E - Consider Purchase Agreement for Property Adjacent to Seidls Lake Park - PID 20-02810-80-010

Memorandum

To: Sue Polka, PE, City of South St. Paul
Tom Kaldunski, PE, City of Inver Grove Heights
Joe Barten, Dakota County SWCD

From: Jake Newhall, PE
Luke Lunde

Date: July 9, 2021

Re: Seidls Lake Shoreline Restoration Conceptual Design Memo
WSB Project No. 018376-000

WSB was hired to complete a shoreline restoration study for Seidls Lake. The purpose of this design memo is to provide a current assessment of the existing conditions and recommendations for consideration related to tree removal, shoreland and slope restoration techniques, native vegetation establishment, and tree/shrub plantings.

Restoration of the Seidls Lake area is a continued priority for South St. Paul and Inver Grove Heights as they desire it to be the centerpiece of a regional trail system and an amenity for the public to enjoy.

EXISTING CONDITIONS

Seidls Lake is a DNR public water that receives significant surface water runoff from the adjacent landscape and multiple stormwater outfalls. The fluctuation in lake water levels has adversely affected the existing condition and vegetation of the lake shore. This problem has been a priority issue for the Lower Mississippi River Watershed Management Organization and cities of South St. Paul and Inver Grove Heights for many years. Recent field visits documented the most current condition that includes significantly eroded shorelines, lack of healthy vegetation, and high numbers of deadfall within the lake and along the shorelines.

The trail along the east side of Seidls is in very poor condition and needs to be reconstructed. In many locations the trail is washed away or badly deteriorated. In addition, there is a desire to construct an additional access point and extend the trail to the south providing a connection to an existing trail in Inver Grove Heights to the trail on the east side of Seidls Lake.

STORMWATER IMPROVEMENTS

South St. Paul and Inver Grove Heights recently received funding from the State Legislature to help construct a lift station to result in more consistent water levels (there is no outlet currently so the basin water levels are subject to high levels of fluctuation). The proposed pump station will provide normal lake level elevations between approximately 805 and 807. The pump station will also help minimize the duration of bounce after large rainfall events which will improve the current dynamic state of water levels in the lake system and provide potential for restoration of eroded lake shoreline and lakeshore habitat for wildlife, fish species, and passive recreation.

PROPOSED LOCATIONS AND RESTORATION

Results of the onsite review identify the north, south, and east lake shoreline will require moderate to substantial improvements which range from vegetative removal to shoreline stabilization. The west shoreline is considerably more stable resulting in limited improvements that include removal of existing deadfall and tree/shrub removal along the riparian lakeshore. See the Seidls Lake Restoration Study figure attached to this memo for proposed locations of restoration.

RESTORATION FEATURES

Proposed shoreland stabilization and habitat features for this project are current techniques utilized by the Minnesota DNR which include toe rock benches, toe wood structures, root wads, and native plant species plantings. See existing/proposed conditions photos included with this memo.

Details have been included that depict example construction details for the rock benches, toe rock, and toe wood/root wads that would be similar to the shoreline restoration techniques proposed.

COMMITMENT TO WATER QUALITY

The Cities of South St. Paul and Inver Grove Heights are extremely committed to water quality in Seidls Lake. Stormwater quality BMPs have been constructed by both cities upstream of Seidls Lake in the recent past to remove pollutants and improve the quality of stormwater runoff discharged to the lake. Future opportunities may exist to target additional water quality, but at this time the priority is the in-lake and shoreline improvements to improve habitat and restore the degraded shoreline from years of erosion and water level fluctuation.

COST ESTIMATE

Anticipated costs for the shoreline restoration and trail have been broken down as follows:

Shoreline Restoration Component

Vegetation/restoration, contingencies, and indirect costs: \$375k

Conservation partners legacy grant funding is up to \$400k but we estimate project cost of \$375k and we would request \$300k with a match of \$75k, exceeding the required 10%.

Vegetation funding needed from SSP and IGH = \$75k.

Trail Component

Trail construction, contingencies, and indirect costs: \$440k.

DNR Trail grant funding is \$150k with a minimum 25% match.

Trail funding needed from SSP and IGH = \$290k

Total

Total project funding need from SSP and IGH = \$365k to fund the \$815k project

POTENTIAL GRANT FUNDING SOURCES

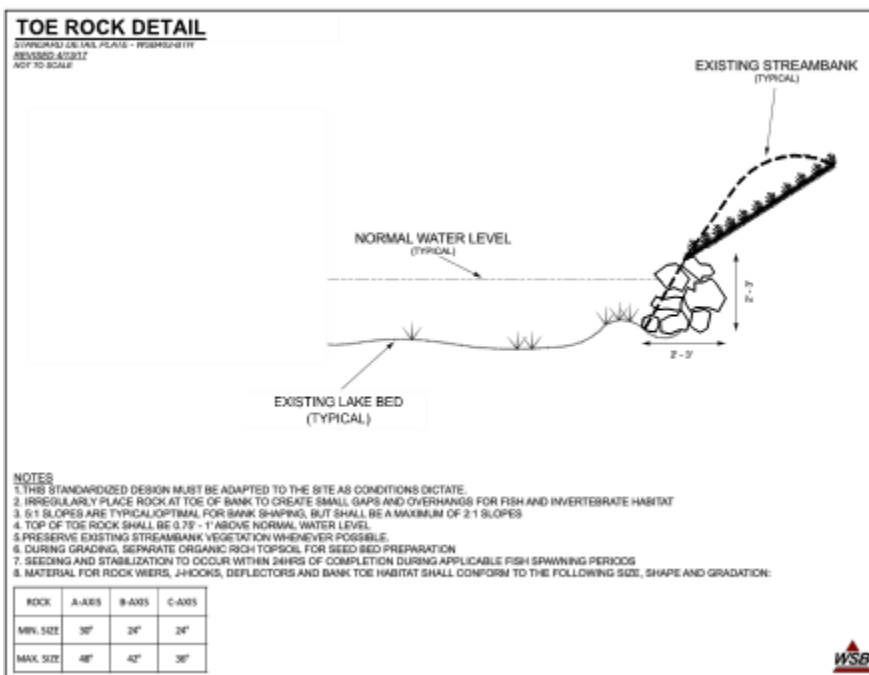
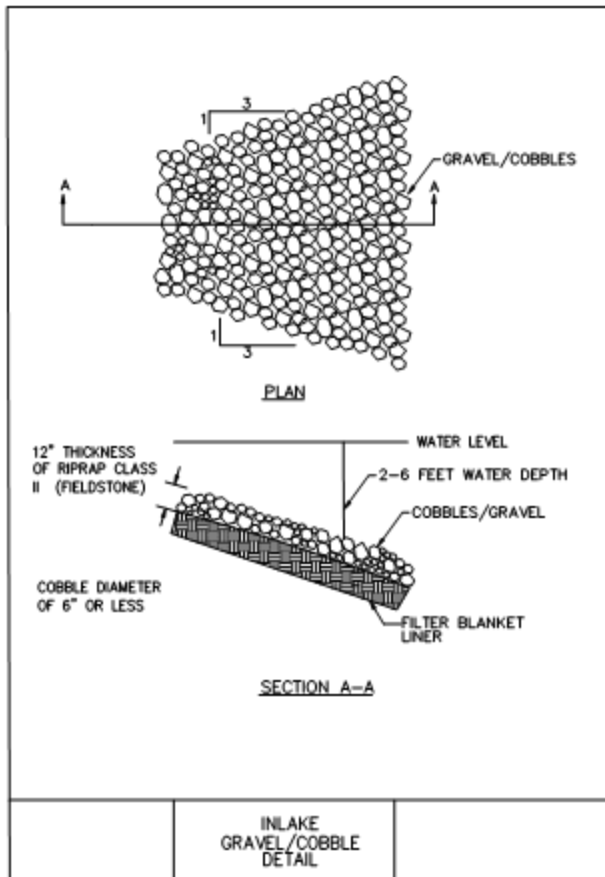
Several grant opportunities are available for the proposed shoreline restoration project. The project may include multiple sources of grant funding. These include the following:

Grant Opportunities

Conservation Partners Legacy Grant (CPL)
Department of Natural Resources Trail Funding
Environmental and Natural Trust Fund Grant (LCCMR)
Clean Water Land and Legacy Grant Fund (LSOHC)

Grant Submittal

September 2021
March 2022
April 2022
May 2022

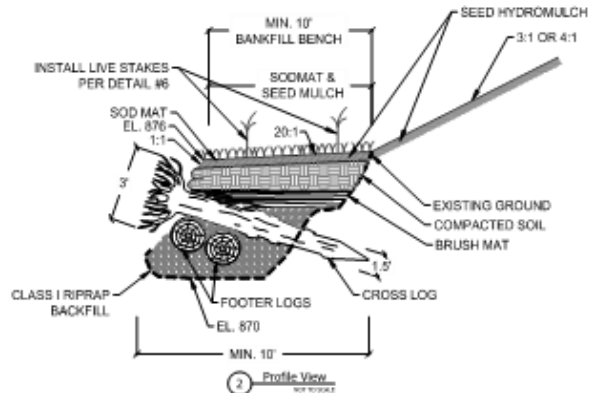
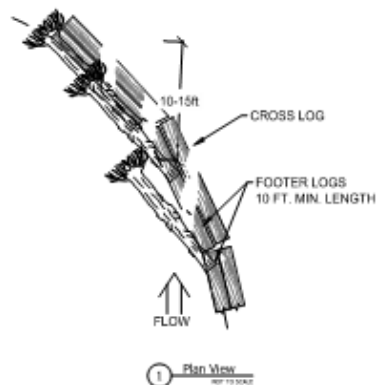


TOE WOOD CONSTRUCTION NOTES

1. FOOTER LOGS AND CROSS LOGS SHALL BE HARDWOOD SPECIES AND FREE FROM DECAY OR ROT.
2. FOOTER LOGS AND CROSS LOGS SHALL BE A MINIMUM OF 10 INCHES IN DIAMETER.
3. CROSS LOGS SHALL HAVE ROOT BALLS INTACT AND HAVE A MINIMUM DIAMETER OF 3 FEET. ALL CROSS LOGS SHALL HAVE A SHARPENED END AND BE DRIVEN INTO THE BANK. IF CROSS LOG IS LONGER THAN 15 FEET, IT SHALL BE ANGLED INTO FLOW. IF CROSS LOG IS 10-15 FEET, IT SHALL BE PERPENDICULAR TO FLOW.
4. CLASS 1 RIPRAP SHALL BE USED AS BEDDING AND BACKFILL OVER TOP OF THE CROSS LOG. BEDDING SHALL EXTEND A MINIMUM OF 4 FEET SHOREWARD FROM THE BACK OF THE FOOTER LOGS AND BACKFILL SHALL EXTEND A MINIMUM OF 7 FEET SHOREWARD FROM THE ROOT BALL. BEDDING AND BACKFILL SHALL BE A MINIMUM OF 1 FOOT THICK.
5. BRUSH MATTRESS MATERIAL SHALL CONSIST OF SMALL LOGS, LIMBS, AND TREE TOPS LESS THAN 6 INCHES IN DIAMETER. BRUSH MATTRESS MATERIAL SHALL BE WORKED INTO THE ROOT BALL.
6. BACKFILL MATERIAL SHALL CONSIST OF COMPACTED SOIL GENERATED FROM ON-SITE EXCAVATION WITH A MINIMUM THICKNESS OF 2 FEET.
7. THE EXPOSED FRONT FACE OF THE BACKFILL MATERIAL SHALL BE RESTRAINED AND PROTECTED BY WRAPPING AND STAKING WITH GEOCOIR/DEKOWE 700 OR APPROVED EQUAL. BLANKET SHALL BE STAKED WITH 24" DEAD STOUT STAKES.
8. THE TOP LAYER OF THE TOE WOOD STRUCTURE SHALL BE SOD MAT GENERATED FROM ON-SITE EXCAVATION AREAS AND STOCKPILED UNTIL INSTALLED. SOD MAT SHALL BE A MINIMUM OF 6 INCHES THICK.

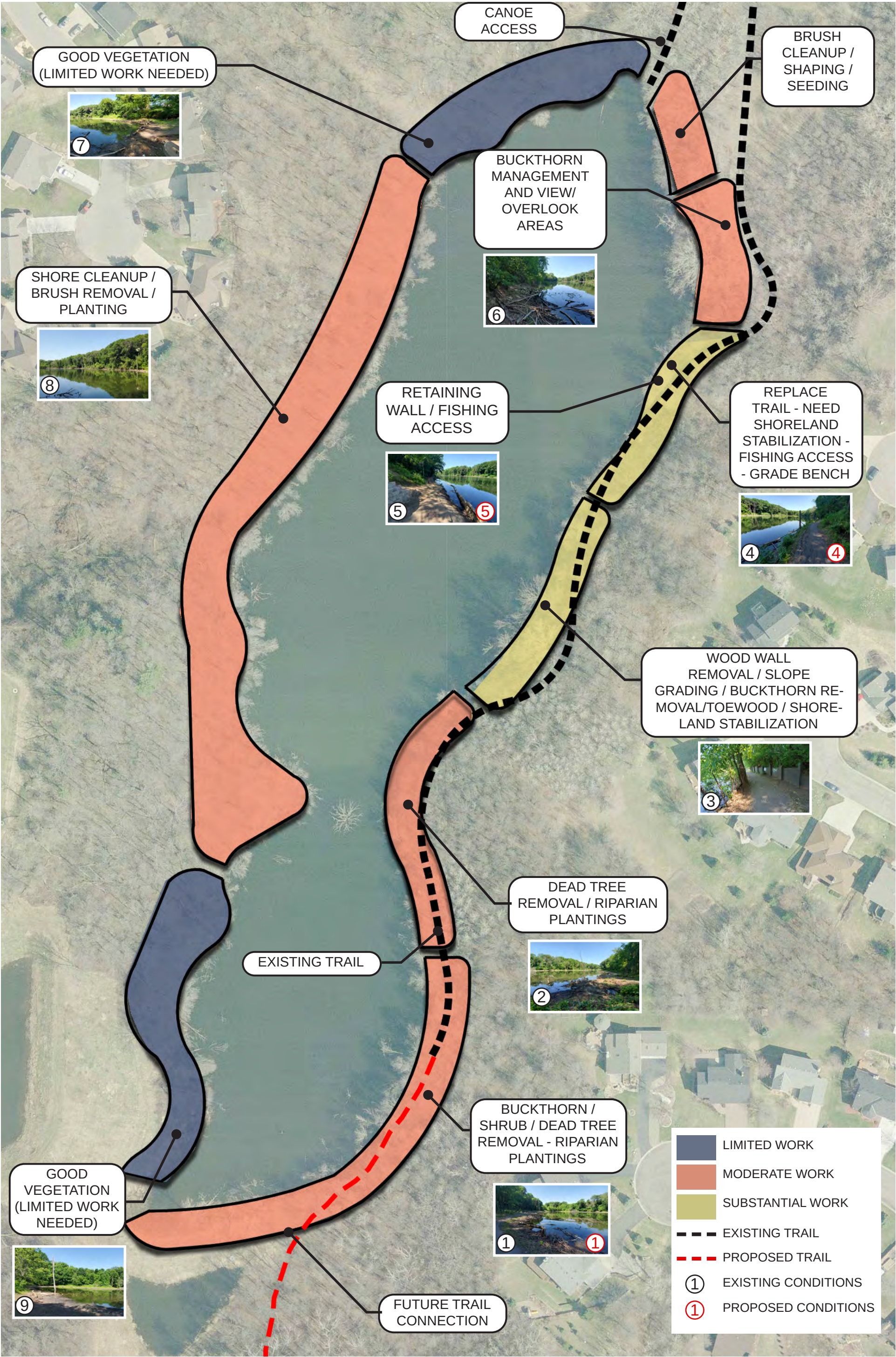
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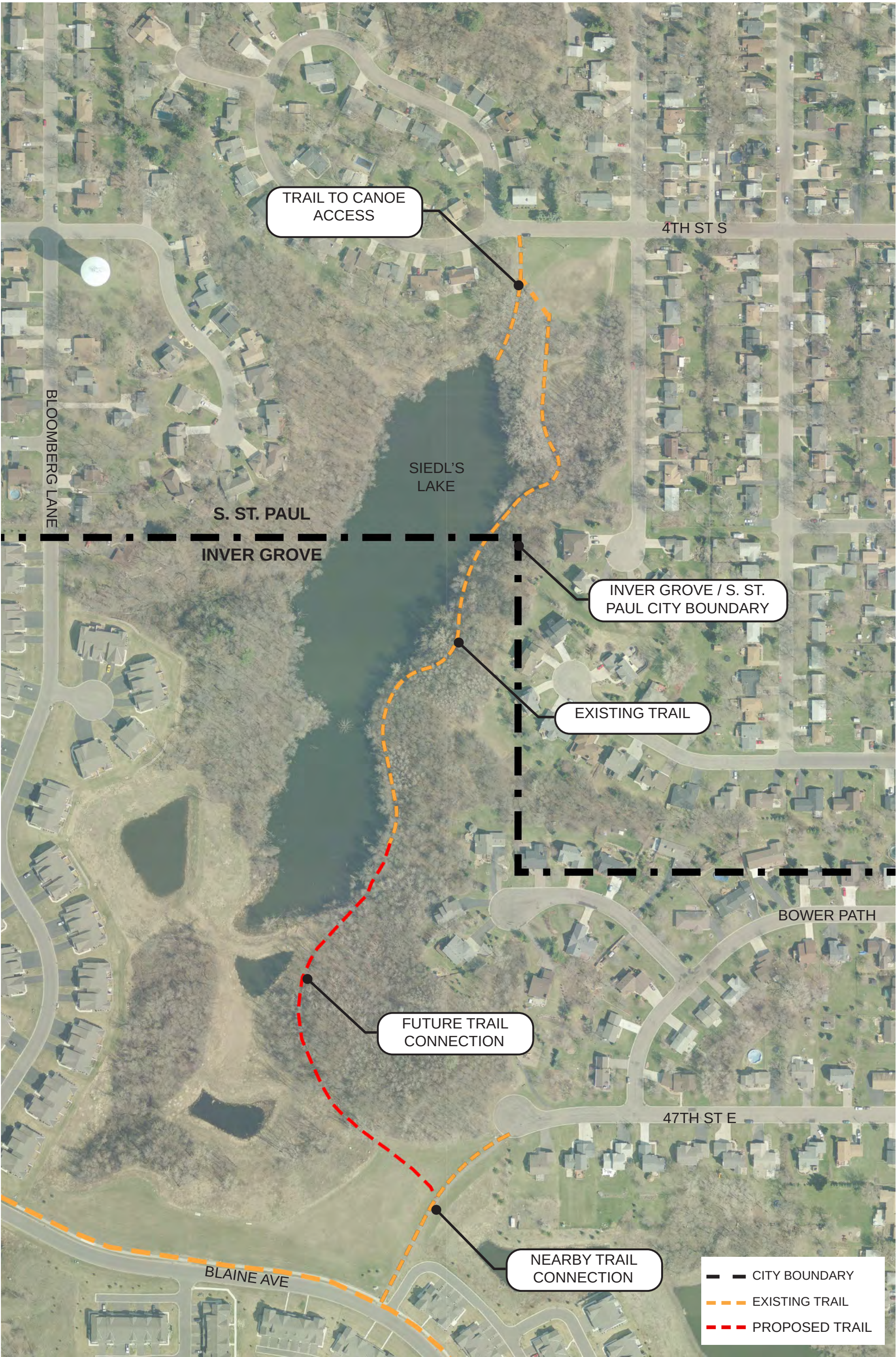
A MINIMUM OF TWO CROSS LOGS PER FOOTER LOG IS REQUIRED TO ANCHOR FOOTER LOG.



TOEWOOD DETAIL

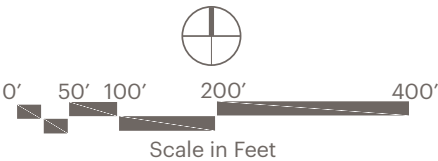
SCALE: NOT TO SCALE





Trail Map

South St. Paul & Inver Grove Heights, Minnesota
July 9, 2021 | WSB Project number: 018376-000





1

UPLAND BUCKTHORN / SHRUB / DEAD FALL REMOVAL, SHORELAND GRADING, HABITAT
FEATURE INSTALL & RIPARIAN PLANTINGS



1

BUCKTHORN / SHRUB / DEAD TREE REMOVAL - RIPARIAN PLANTINGS

Existing / Proposed Conditions Photos

South St. Paul & Inver Grove Heights, Minnesota
July 9, 2021 | WSB Project number: 018376-000



2

DEAD FALL REMOVAL, SHORELAND GRADING, RIPARIAN PLANTINGS



3

WOOD WALL REMOVAL / SLOPE GRADING / BUCKTHORN REMOVAL/TOEWOOD /
SHORELAND STABILIZATION

Existing / Proposed Conditions Photos

South St. Paul & Inver Grove Heights, Minnesota
 July 9, 2021 | WSB Project number: 018376-000



4

REPLACE TRAIL - NEED SHORELAND STABILIZATION - FISHING ACCESS - GRADE TO ROCK BENCH WITH ROOTWADS (FISH HABITAT)



4

REPLACE TRAIL - NEED SHORELAND STABILIZATION - FISHING ACCESS - GRADE BENCH

Existing / Proposed Conditions Photos

South St. Paul & Inver Grove Heights, Minnesota
July 9, 2021 | WSB Project number: 018376-000



5

RETAINING WALL / FISHING ACCESS



5

RETAINING WALL / FISHING ACCESS

Existing / Proposed Conditions Photos

South St. Paul & Inver Grove Heights, Minnesota
 July 9, 2021 | WSB Project number: 018376-000



6

BUCKTHORN MANAGEMENT, DEAD FALL REMOVAL & SCENIC OVERLOOK FROM UPPER TRAIL



7

GOOD VEGETATION (LIMITED WORK NEEDED) - DEAD FALL REMOVAL

Existing / Proposed Conditions Photos

South St. Paul & Inver Grove Heights, Minnesota
 July 9, 2021 | WSB Project number: 018376-000



8

SHORE CLEANUP / BRUSH REMOVAL / NATIVE RIPARIAN SHORELINE PLANTINGS



9

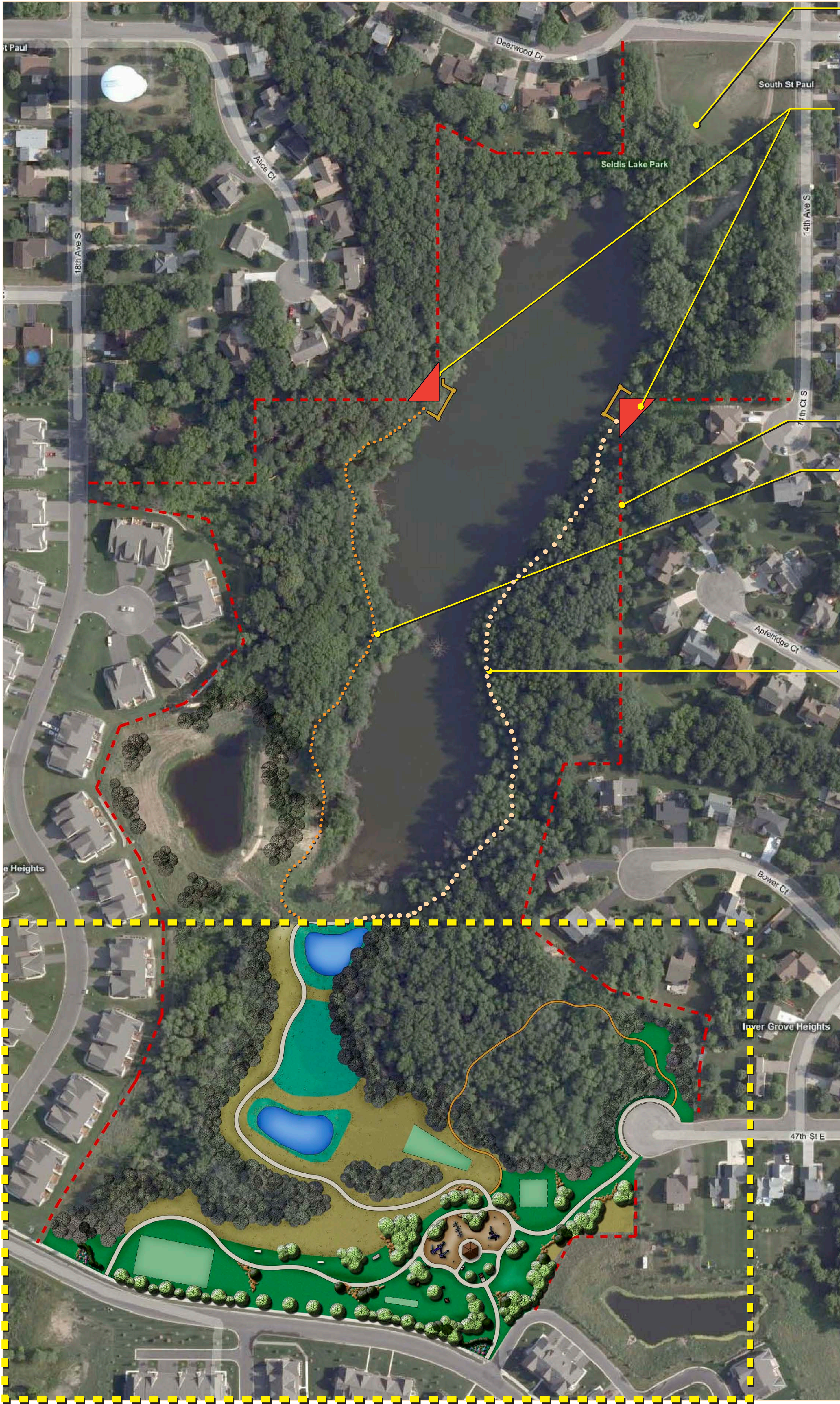
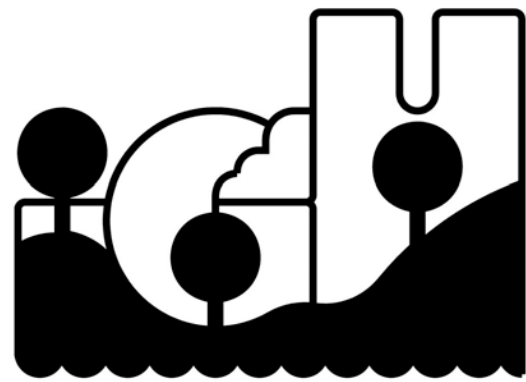
GOOD VEGETATION (LIMITED WORK NEEDED), DEAD FALL REMOVAL

Existing / Proposed Conditions Photos

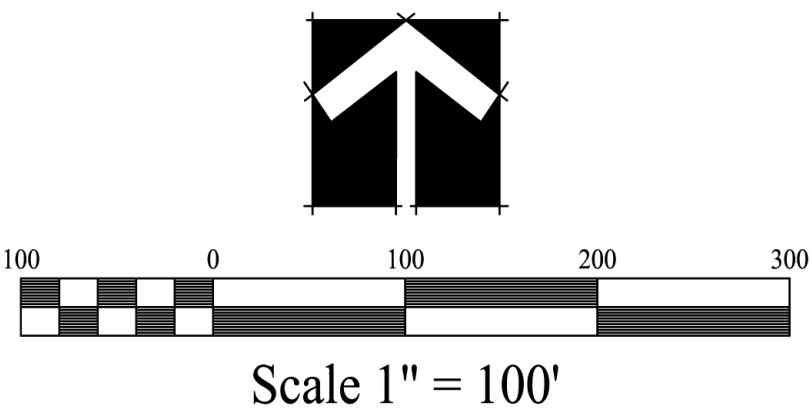
South St. Paul & Inver Grove Heights, Minnesota
July 9, 2021 | WSB Project number: 018376-000

Seidl's Lake Park

Overall Preliminary Master Plan



REFER TO ENLARGEMENT
PLAN FOR INFORMATION
WITHIN THIS AREA



South St. Paul Site
Trails should tie into the South St. Paul's portion of Seidls Lake Park.

Property Crossing Options
Crossing the two sections of lakeshore to join the Inver Grove Heights site to the South St. Paul site should be pursued.

One option consists of using boardwalks with overlooks across the water in order to bypass the private property.

The other option consists of the city obtaining trail easements from the private property owners to build the trail on solid ground.

Park Property Lines (typ)

Future Trail Alternate
A future trail to complete a loop around the lake could be implemented, if desired, and would tie into the South St. Paul park site. The trail should be minimal in width, possibly built of a nature trail material (bare soil, wood chips, etc.) and should minimize disturbance to the site.

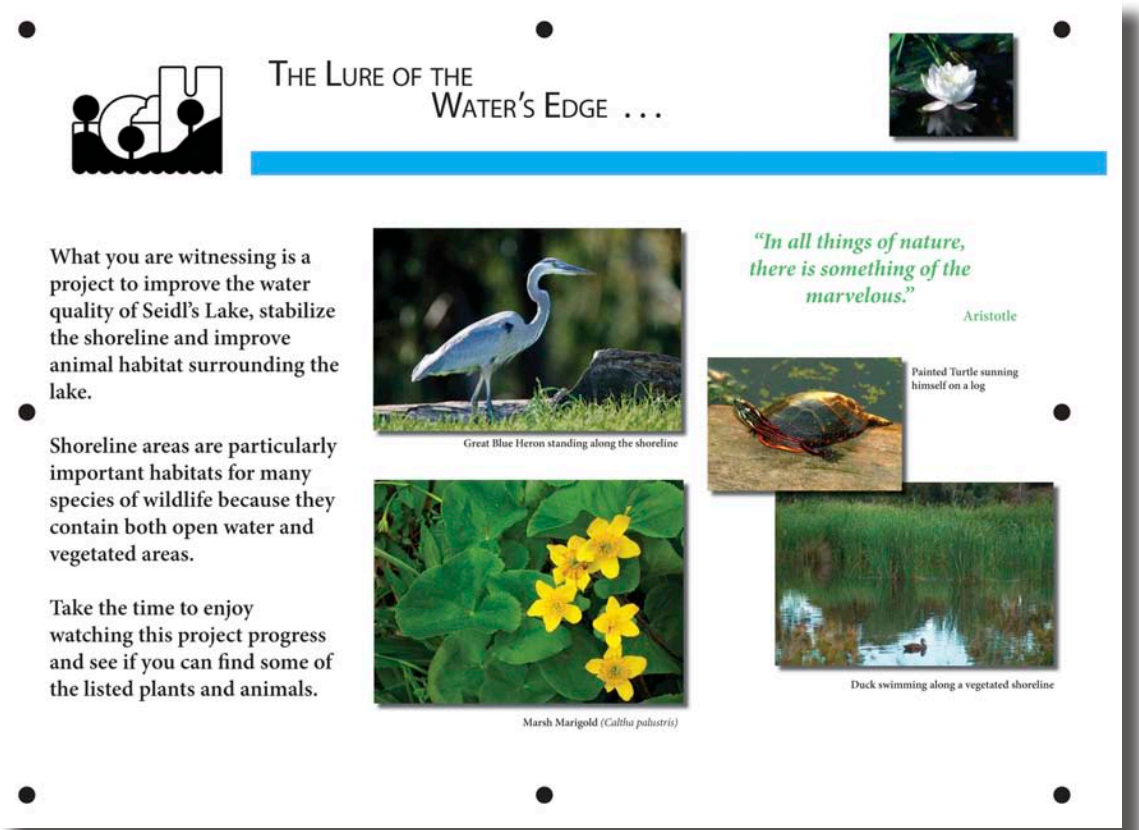
Lakeside Trail
Future lakeside trail should be a minimum of 6' wide, with an ideal width of 8' and should tie into the South St. Paul trail system.

The trail should be built above the future high water level, where feasible, once this is established and control structures are in place. In areas where it is not feasible, use of suitable construction materials shall be used to reduce the propensity for water damage.

Where the trail is adjacent to steep slopes, the edge of the trail shall have retaining walls built of suitable materials that would blend with the natural character of the site, such as limestone blocks, natural boulders, etc.



Interpretive / Educational Information
Placement of interpretive / educational signs along the various park trails would provide the users information about their surroundings and encourage stewardship for the park.





LOCAL TRAIL CONNECTIONS PROGRAM

2022 Grant Application

Project #

1) GENERAL CONTACT INFORMATION:

Grant Applicant (Unit of Government Required):	City of South St. Paul
Contact Person:	Sue Polka, PE
Contact Title:	City Engineer
Mailing Address:	125 3rd Avenue N 2nd Floor South St. Paul, MN 55075
Phone:	651-554-3214
Email address:	spolka@southstpaul.org
<i>If the project has a trail club, organization, or project partner, please include below:</i>	
Organization/Club Name:	NA
Contact Person:	
Contact Title:	
Mailing Address:	
Phone:	
Email address:	

2) GENERAL PROJECT INFORMATION:

Project Name:	Seidls Lake Trail Reconstruction and Extension Project
Project Summary (30 words or less):	Reconstruction of 1,680 feet of existing paved trail within Seidls Lake Park and construction of a 920-foot trail extension.
Project Completion Date:	September 2023 (final restoration spring 2024)
Trail Name:	Seidls Lake Trail
Website with Trail Info:	https://www.southstpaul.org/408/Seidls-Lake https://www.ighmn.gov/296/Seidls-Lake

3) FINANCIAL INFORMATION:

Grant Request:	\$250,000	Source of Cash Match (describe below in the box next to \$ amount):	Are these match funds secured? (Check below):	
			YES	NO
Non-State Cash Matching Funds (25% cash match required):	\$75,000	City of South St. Paul CIP (2022)	X	
	\$115,000	City of Inver Grove Heights and South St. Paul CIP (2023/2024)	X	
Total Project Cost:	\$440,000	(Grant Request + Matching Funds must = Total Project Cost)		
If this project has received federal funding through the Enhancements Program or MnDOT's Transportation Alternatives Program, please indicate which year			FFY:	NA

Revised 11/2021

the project is programmed for construction?		
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4) PROJECT LOCATION:

County Project is Located:	Dakota
State Legislative (House) District:	52B
State Senate District:	52
State House Representative (name):	Ruth Richardson
State Senator (name):	Matt Klein
Congressional District:	2

5) MEASURABLE TARGETS/OUTCOMES:

It is required that measurable targets and outcomes be collected for your project. Complete the boxes below on the right with exactly how many miles of trail that will be acquired, newly developed or existing trail miles improved, along with the number of trailhead facilities, bridges, and/or culverts that will be developed or restored as part of just this project, not the whole trail. After the project is complete the measurable outcome will be compared with the target included.	
Trail Miles to be Acquired:	0
New Trail Miles to be Developed/Created:	0.17 miles
Existing Trail Miles to be Restored or Improved:	0.32 miles
Number of Trailhead Facilities to be Developed or Restored:	0
Number of Trail Bridges/Culverts to be Developed or Restored:	0

6) RECREATIONAL USES FOR PROJECT:

6A) Indicate the existing or proposed uses of the trail under primary use and the secondary recreation uses which will directly benefit from the proposed project:		
Primary Use	Secondary Use	
X		Walking/Hiking
X		Bicycling
		Mountain Bicycling
		Horseback Riding
		Cross-Country Skiing
X		In-Line Skating
		Snowmobiling
		ATV Riding
		Off-Highway Motorcycling
		Off-Road Vehicles (4x4, Jeep, etc.)
		Other (specify):
6B) Describe/Justify how <u>each</u> of the above identified primary and/or secondary trail user groups will benefit from the project. Response required for each identified use above.		
Usage of the reconstructed and proposed trail segments will be restricted to nonmotorized users typical of paved multiuse trails. The current and proposed primary uses of Seidls Lake Trail include walking/hiking, bicycling, and in-line skating. Seidls Lake Park is classified as a Nature Park by the City of South St. Paul. Nature parks are predominately tracts of undeveloped land that consist of natural drainage areas, wetlands, steep slopes, and forested corridors. The park is a popular destination for fishing, hiking, and wildlife viewing, and draws park users from the surrounding residential neighborhoods who are walking/hiking, bicycling, or in-line skating to		

take advantage of these amenities. The existing trail is also used to access the canoe launch at the north end of the lake. These groups will benefit from improved access to park amenities and a new nonmotorized connection through the park between South St. Paul and Inver Grove Heights.

6C) Will this project provide year-round trail use? If it is planned to provide year-round use, outline which users indicated above will benefit and how the facility will be maintained for those uses.

The Seidls Lake Trail is and will continue to be available for year-round use. Snow and ice will be cleared from trails in accordance with the City of South St. Paul's and City of Inver Grove Heights' existing winter trail maintenance policies. Both cities currently plow snow from trails following snow events. The user group most likely to benefit from opportunities for year-round use are people walking or hiking, however the trail may also be used by bicyclists during the winter months to access park amenities or to take advantage of the new trail connection between the two cities. The trail is unlikely to be used for in-line skating on a year-round basis.

7) PROJECT DESCRIPTION:

Provide a description sufficient enough to understand the project. Indicate prominently whether this is primarily a new trail or facility development request, an enhancement to an existing trail or facility, or an acquisition. Make sure to include the design specifics of the project, such as the trail width (**paved multi-use bicycle/pedestrian trails must be at least 10 feet wide**). Include how this project will be immediately available for use by the general public. If this project is a phase of a larger project, very briefly describe how it fits into the larger plan, however, focus specifically on how the grant funds will be used for this project. Also, briefly explain why it is important for this project to be funded. Use the box below.

The proposed project includes a combination of trail reconstruction/restoration and new trail construction within Seidls Lake Park in the Cities of South St. Paul and Inver Grove Heights. Project elements include the reconstruction of 1,680 feet of paved trail and construction of a 920-foot trail extension from the existing trail along the east side of Seidls Lake to the existing trail between Blaine Ave and 47th St E in the City of Inver Grove Heights. Reconstructed and new trail segments will be constructed with a bituminous surface at a width of 10 feet.

Seidls Lake Park is a unique cooperative effort between the City of South St. Paul and the City of Inver Grove Heights. The proposed project is one component of a larger park restoration effort. Seidls Lake is a DNR public water that receives significant surface water runoff from the adjacent landscape and multiple stormwater outfalls. The fluctuation in lake water levels has adversely affected the existing condition and vegetation of the lake shore. This problem has been a priority issue for the Lower Mississippi River Watershed Management Organization and cities of South St. Paul and Inver Grove Heights for many years. Recent field visits documented the most current condition that includes significantly eroded shorelines, lack of healthy vegetation, and high numbers of deadfall within the lake and along the shorelines.

The trail along the east side of Seidls Lake is in very poor condition and needs to be reconstructed. In many locations the trail is washed away from erosion or badly deteriorated. In addition, there is a desire to construct an additional access point and extend the trail to the south providing a connection to an existing trail in Inver Grove Heights to the trail on the east side of Seidls Lake.

South St. Paul and Inver Grove Heights recently received funding from the State Legislature to help construct a lift station which will help manage water levels and reduce flooding. The lift

station will also help minimize the duration of bounce after large rainfall events which will improve the current dynamic state of water levels in the lake system and provide potential for restoration of eroded lake shoreline and lakeshore habitat for wildlife, fish species, and passive recreation. Additional Conservation Partners Legacy (CPL) Grant funds have also been secured to complete shoreline restoration activities within the park. Securing funds to reconstruct and extend the existing trail will fill a gap in funding to achieve the local vision for Seidls Lake Park. The interrelated elements of the trail and shoreline restoration projects necessitate a coordinated effort for design and construction to achieve the most efficient and beneficial outcome. The completed trail will be immediately available for use by the general public following construction.

8) PROJECT COST BREAKDOWN:

Identify each recreational trail/facility being proposed for funding. Provide a short quantitative description of the facility (linear feet, dimension of structures, number of components, etc.), the total estimated cost and the expected completion date for each for just this grant request. Include materials, landscaping, design/engineering services, contract service, etc. Add or delete rows in the text boxes below as appropriate. For acquisition projects, fill out the acquisition table below.

Trail/Facility	Description	Estimated Cost	Expected Completion Date
Reconstructed Trail	1680 feet of 10' trail including removals, grading, base, and pavement	190,000	September 2023
New Trail Extension	920 feet of 10' trail including tree clearing, grading, base, and pavement	150,000	September 2023
Erosion Control	Erosion control measures consistent with permit requirements	20,000	October 2023
Restoration	Grass, native vegetation, trees, shrubs	30,000	May 2024
Contract Services	Engineering, permitting, bidding, and construction management	50,000	May 2023
Total		\$440,000	

ACQUISITION (if applicable): NA			
Description of Parcel	Acres or Miles of Trail	Reasonable Market Value Estimate	Expected Acquisition Date
Total		\$	

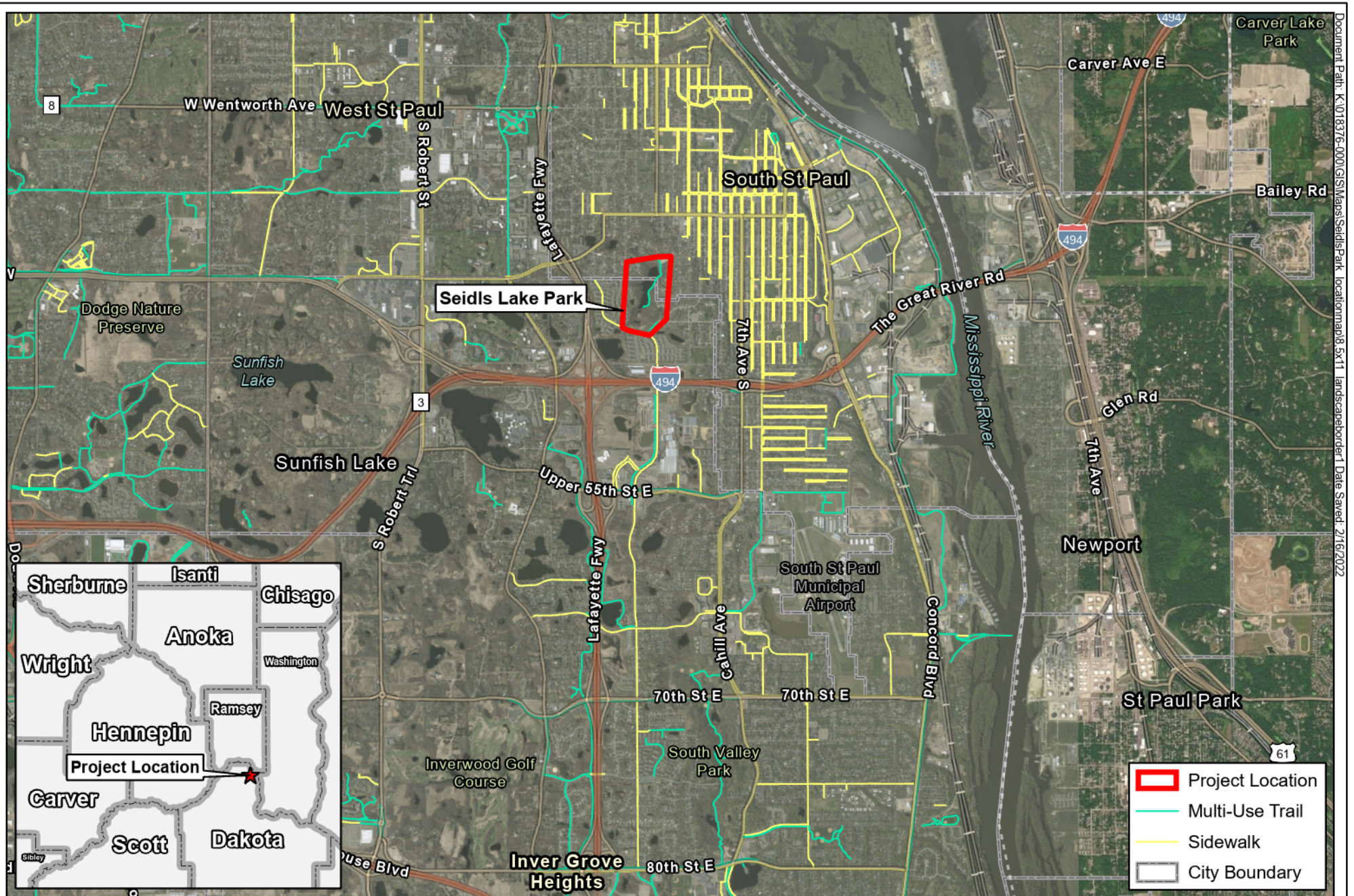
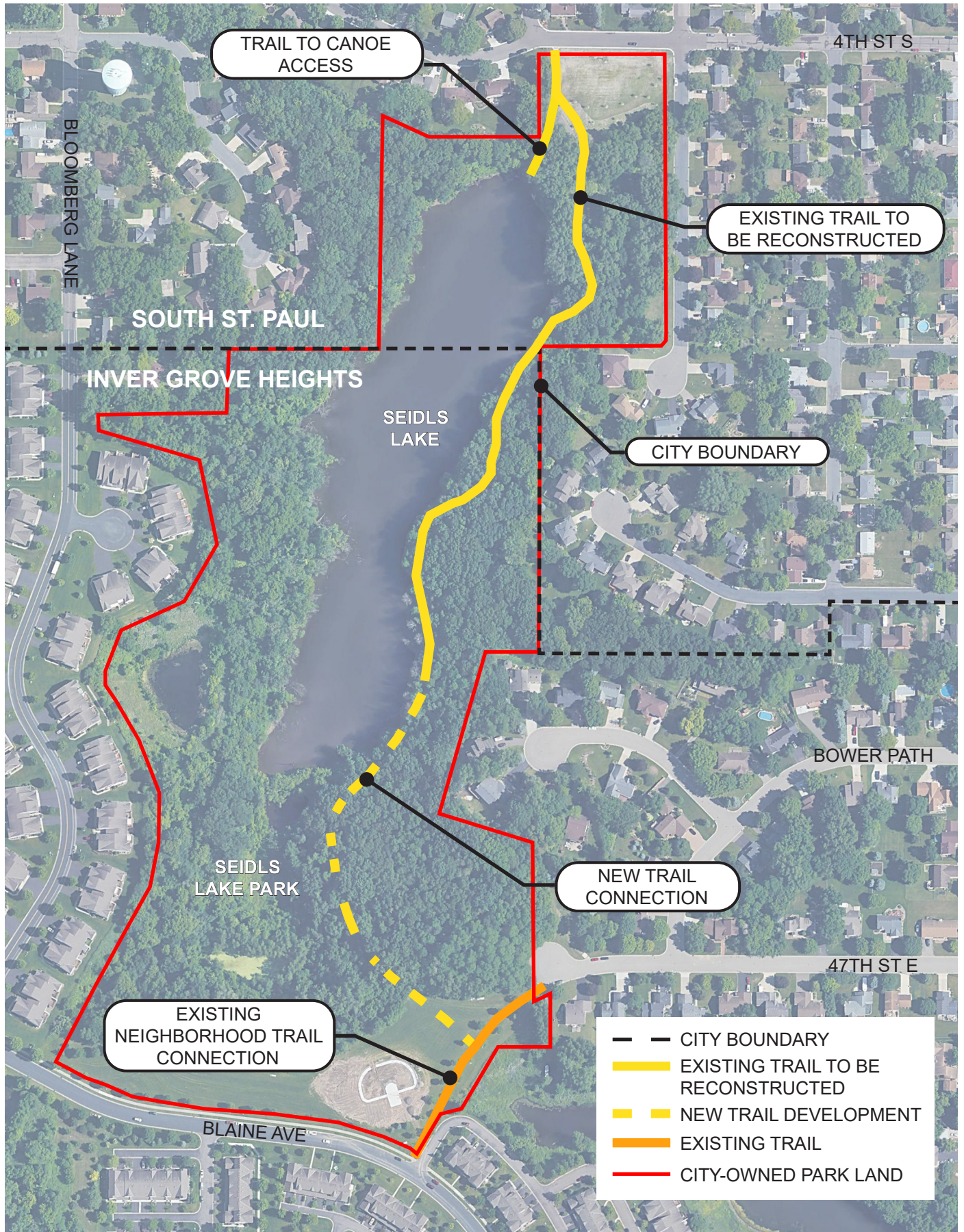


Figure 1 - Project Location
Seidls Lake Trail
South St. Paul/Inver Grove Heights



0 5,000 Feet





Project Site Level Map

South St. Paul & Inver Grove Heights, Minnesota
February 2022

11) SITE AND PROJECT QUALITY:

What considerations have been given to the needs of the intended trail user groups and are they appropriate for the location? What attractive features exist on site or within view of the proposed project that may bring in potential user groups to this project location? Does the proposed project develop infrastructure and amenities that meet the needs and interests of future generations and diverse communities? Is the proposed project located in a densely settled area or area of rapid population growth? What other facilities (if any) are on site or within the trail corridor that enhances this project? Describe what attractive features exist on the site or within view. Use the box below.

Straddling the border of two cities, Seidls Lake Park is a cooperative effort between the Cities of South St. Paul and Inver Grove Heights. The park is a regional amenity in a highly urbanized area with few other nearby natural areas. The location of the park within an urbanized area surrounding by residential neighborhoods makes it an ideal location for multiuse trail development. It is relatively undeveloped and allows visitors to enjoy a leisurely walk to view wildlife through the trees on the trail along the eastern side of Seidls Lake. The lake is also a popular local fishing destination, and the southern end of the park includes a playground that serves the surrounding neighborhood. The existing trail connects to scenic overlook areas and fishing access points that will be improved as part of the recently funded shoreline restoration project. The City of South St. Paul's 2040 Comprehensive Plan listed development of trails and other amenities in Seidls Lake Park in its list of issues and opportunities identified during the planning process. The plan also noted the challenges associated with trail development in the park, including a need for improved stormwater infrastructure. The Comprehensive Plan includes collaborating with the City of Inver Grove Heights to develop a loop trail around Seidls Lake as Policy 9.1.6. With the new lift station recently completed, the time is right to advance trail development.

12) PROJECT READINESS:

What is the current status of the project? Can the project begin immediately? What major activities must still be accomplished before the project can begin? Will the project be completed within the appropriation timelines? At a minimum, please reference land acquisition requirements, status of engineering/design, and relevant permits and approvals that have/have not been obtained for the project. Is there urgency to move ahead with this project now, and what consequences are looming if it is not funded? Use the box below.

The project will take place entirely on land already owned by the Cities of South St. Paul and Inver Grove Heights. No additional land acquisition will be required.

The Seidls Lake Lift Station & 4th St S Reconstruction project, a collaborative effort between the Cities of South St. Paul, West St. Paul, and Inver Grove Heights that received \$781,000 in state bonding dollars from the Minnesota Legislature, included the construction of a stormwater lift station at Seidls Lake in Fall 2021. This facility is anticipated to be operational in spring 2022, which will create the conditions necessary in terms of water levels to proceed with shoreline restoration activities and trail construction/reconstruction.

There is some urgency in securing funding for the proposed trail project due to the importance of coordinating the design and construction of the shoreline restoration component of the project in conjunction with the trail reconstruction project. The two cities have already received \$382,000 in CPL funding and are prepared to proceed with these activities; however the interrelated elements of the trail and shoreline restoration projects necessitate a coordinated effort for design

and construction to achieve the most efficient and beneficial outcome. The CPL funds will not be used as matching funds for trail development activities described in this application.

Preliminary concepts have been developed for the trail component of the larger restoration project, however detailed designs have not yet been completed. A DNR Public Waters Work Permit may be required, as well as coordination to ensure compliance with the Wetland Conservation Act. The two cities have already begun coordination with the DNR as part of Phase 1 of the overall restoration project.

13) ACCESSIBILITY (ADA):

All facilities that are developed, or portions thereof, using these funds must be accessible for persons with disabilities or be eligible for an exemption. The Americans with Disabilities Act (ADA) has developed guidelines for outdoor developed areas, buildings and facilities and is available at www.access-board.gov. Will the project facilitate and/or improve ADA access to existing trails or trail related facilities? Does the proposed project develop and/or redevelop facilities that meet the differing outdoor recreation needs for people of all abilities?

Describe how the trail or facility is designed for use by persons of all abilities and takes into consideration ADA design standards. Do not just state the trail will be ADA compliant. If your project will not be ADA accessible, list the specific exemption permitted in ADA guidelines. Use the box below.

In many locations along the east side of Seidls Lake the existing trail is washed away or badly deteriorated, resulting in reduced accessibility and potentially hazardous conditions for all users, particularly those using wheelchairs or other mobility devices. In addition to addressing these access concerns through full reconstruction of the existing trail, the proposed project will also improve ADA access to the existing playground and future facilities in the southern end of the park by creating a contiguous north-south route through construction of a new trail segment. Both reconstructed and new segments of the trail will be constructed to applicable ADA design standards to the maximum extent feasible and will improve access for users of all abilities.

14) CONNECTIVITY:

14A) Describe how the trail project will connect multiple destinations and/or communities. Use the box below.		
Completion of the proposed trail project will improve access to the restored Seidls Lake Park area, which will provide opportunities for walking and biking, fishing, wildlife viewing, canoeing, and other recreational activities. The proposed trail extension will also create a valuable nonmotorized connection between residential neighborhoods north of the park in South St. Paul and the existing trail and playground area at the south end of the park in Inver Grove Heights. While Seidls Lake Park provides valuable recreational amenities, it is also a barrier to north-south nonmotorized travel for some users.		
14B) Does the trail project connect directly to an existing state or regional trail? Check all that apply to the right and describe in the box below if applicable.	Connects to Designated and Existing State Trail:	
	Connects to Designated and Existing Regional Trail:	
NA		
14C) Does the trail project connect directly to an existing state park, state recreation area, regional park, high quality natural resource, local recreation area, or local park? Check all that apply to the right and describe in the box below if applicable.	Connects Directly to a State Park or State Recreation Area:	
	Connects Directly to a Regional Park or Regional Recreation Area:	
	Connects Directly to a Local Park or Recreation Area:	X
	Connects Directly to a High-Quality Natural Resource (not included above):	
The proposed trail project will be located entirely within Seidls Lake Park, a 26-acre park administered through a cooperative agreement between the Cities of South St. Paul and Inver Grove Heights. Reconstruction of the existing trail will improve access to the park from South St. Paul, and the new proposed trail segment will improve access from Inver Grove Heights.		
14D) Describe how the trail project contributes to the overall connectivity of the trail system in the area. Specifically, how well does the project connect existing trail networks or fill critical gaps within the trail system? How well does the project help promote connectivity among trail networks statewide? Use the box below.		
Implementing the proposed project would link the existing trails within Seidls Lake Park to the existing sidewalk and trail network in Inver Grove Heights through a connection to the existing trail between Blaine Ave and 47th St E. This trail would in turn link the Seidls Lake Trail to the wider sidewalk network, improving the ability of residents of the surrounding neighborhood to safely access the park. There is currently no convenient direct link between 4th St S in South St. Paul and Blaine Ave in Inver Grove Heights due to the configuration of the surrounding street network. In this respect, the lack of a north-south paved trail through Seidls Lake Park creates a barrier to nonmotorized travel between the two cities. The new proposed trail segment would eliminate this barrier and improve nonmotorized connectivity in the broader area surrounding the park. While there are currently no dedicated pedestrian or bicycle facilities that connect directly to Seidls Lake Park in South St. Paul, 4th St S was identified as both a sidewalk gap and a future bicycle boulevard in the South St. Paul Bicycle and Pedestrian Plan. Should these improvements be implemented in the future, the proposed trail will establish a key link between the nonmotorized transportation networks of South St. Paul and Inver Grove Heights.		

15) NATURAL RESOURCE IMPACT:

Describe the potential impact to natural resources by the project and efforts to avoid or mitigate adverse effects. This includes considerations for trail design and construction practices, noise, odors, dust control measures, surface erosion, fish and wildlife populations, damage to wetlands or other ecologically sensitive natural resources, landscaping that includes native planting, and historical/archaeological sites. Also, demonstrate the compatibility of the proposed project with existing adjoining land uses. To the extent possible, all landscaping or plantings that are done in the project area must be native to Minnesota and preferably of the local ecotype, and describe below how this project will comply with this requirement.

The proposed project would be implemented in tandem with the Seidls Lake Shoreline Habitat Restoration project, which recently received Conservation Partners Legacy Grant funds. Linking design and construction activities for these two projects will ensure that the trail maximizes opportunities to avoid or mitigate adverse effects and generates the most benefit for the surrounding habitat. Proposed shoreland stabilization and habitat features for this project are current techniques utilized by the Minnesota DNR which include toe rock benches, toe wood structures, root wads, and native plant species plantings.

Seidls Lake Park is classified as a Nature Park by the City of South St. Paul. Nature parks are predominately tracts of undeveloped land that consist of natural drainage areas, wetlands, steep slopes and forested corridors. The project will have very high visibility and bring visitors to learn about the benefits of the restoration project. Given the high visibility and use of the park and trail, the Lower Mississippi River Watershed Management Organization (LMRWMO) and cities also plan to highlight the restoration with educational signage on the benefits of bioengineering shoreline habitat restoration and native plants for wildlife habitat.

The Cities of South St. Paul and Inver Grove Heights are extremely committed to water quality in Seidls Lake. Stormwater quality BMPs have been constructed by both cities upstream of Seidls Lake in the recent past to remove pollutants and improve the quality of stormwater runoff discharged to the lake. Future opportunities may exist to target additional water quality, but at this time the priority is the in-lake and shoreline improvements to improve habitat and restore the degraded shoreline from years of erosion and water level fluctuation.

ATTACHMENT CHECKLIST

REQUIRED ATTACHMENTS (All attachments MUST be 8 ½ by 11 ONLY)	
X	Attachment A – Required Certifications The first signature block is to be signed by the proper authority for the grant applicant. The specific manager of the facility that is being rehabilitated, enhanced or developed should sign the second section. If the proposed project will utilize public land that is not under the jurisdiction of the grant applicant, the proper authority must sign the final section in order to assure that they are both aware and supportive of the project.
X	Attachment B – Resolution Supporting Application The application must be accompanied by either a copy of a resolution, council minutes or some other official documentation that demonstrates that the local unit of government supports the proposed project and the consequent application. The resolution does not need to have a specific form or specific language, as long as it satisfies what was outlined in the previous sentence. A sample resolution has been included. The sample resolution is a combination type resolution example. It shows support of the grant application (as required above), and if the project is awarded, it includes language to support accepting the grant award, names the fiscal agent, and states that the facility or trail will be maintained for no less than twenty years. This combination resolution helps eliminate the need for an additional resolution for this project in the future, if awarded a grant.
ADDITIONAL ATTACHMENTS (if applicable)	
X	Attachment C – Letters of Support Letters of support are an important factor for reviewers when selecting projects. There should be an effort to solicit letters from specific groups that will derive a direct benefit from the project. The applicant is also welcome to provide letters of support from all other sources as well.
NA	Attachment D – Transportation Funding Award Letter If this project is scheduled to receive Federal Transportation funds, then your local MnDOT district should have notified you in some manner. Please attach this notification and fill in the year in which you are scheduled to receive the funding under question 3.

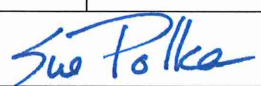
Attachment A – Required Certifications

Attachment A – REQUIRED CERTIFICATIONS

Complete the Required Certifications form below with original signatures (see checklist for instructions)

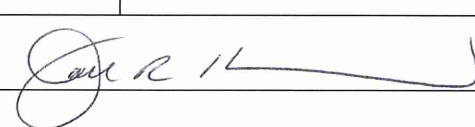
For Grant Applicants:

“I hereby certify that all of the information provided in this application is true and accurate to the best of my knowledge. I recognize that in the event of the proposed project being funded, this document will be used as an addendum to the agreement between the sponsoring unit of government and the state to guide project scope and reimbursement. I also acknowledge that all work must be completed by **June 30, 2024**, and no reimbursement will be sought for an in-house labor services and/or to meet existing payroll. I also preliminarily agree with plans to develop the proposed trail related project on land administered by my agency.”

Name:	Sue Polka, PE	Title:	City Engineer
Unit of Government:	City of South St. Paul		
Signature:		Date:	2/24/2022

For Trail and Park Administrators (if applicable):

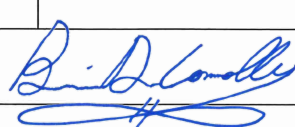
“I substantially agree that the proposed trail related project will be mutually beneficial to the local community, as well as to the goals and purposes for which this recreation unit was established. I will cooperate in its provision if the project proposal should be funded.”

Name:	Joel Hanson	Title:	City Administrator
Unit of Government:	City of South St. Paul		
Signature:		Date:	2/24/2022

For All Administrators of Public Lands Crossed/Utilized in the Proposed Linkage

(Required only if the proposed project will utilize public land that is not under the jurisdiction of the grant applicant):

“I preliminarily agree with plans to develop the proposed trail related project on land administered by my agency, and I will cooperate in seeking more formal authorization in the event the project proposal is authorized for reimbursement.”

Name:	Brian Connolly	Title:	Public Works Director
Unit of Government:	City of Inver Grove Heights		
Signature:		Date:	2/24/2022

Attachment B – Resolution Supporting Application

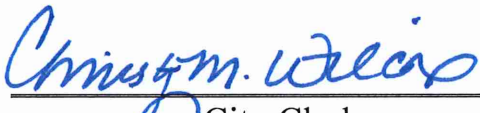
**City of South St. Paul
Dakota County, Minnesota**

CERTIFICATION

The undersigned, City Clerk of the City of South St. Paul, Minnesota (the City), hereby certifies as follows:

Attached hereto is a true and correct copy of Resolution No. 2022-23 duly adopted by the City Council of the City at a lawful meeting duly called on February 22, 2022, at which meeting a quorum was present and acting throughout, which resolution remains in full force and effect in the form which adopted.

WITNESS my hand and the corporate seal of the City this 23rd day of February, 2022.



City Clerk

Seal

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2022-23

**RESOLUTION FOR APPROVAL OF MINNESOTA DEPARTMENT OF NATURAL
RESOURCES LOCAL TRAIL CONNECTIONS PROGRAM GRANT APPLICATION
SUBMITTAL**

WHEREAS, the City of South St. Paul supports the grant application made to the Minnesota Department of Natural Resources for the Federal Recreational Trail Program. The application is to reconstruct approximately 1,680 feet of paved trail within Seidls Lake Park and construct an additional 920-foot trail extension from the existing trail along Seidls Lake to the existing trail between Blaine Ave and 47th St E in the City of Inver Grove Heights, and

WHEREAS, Seidls Lake Park is a relatively undeveloped natural area that represents a cooperative effort between the City of South St. Paul and the City of Inver Grove Heights, and

WHEREAS, the City of South St. Paul recognizes that it has secured \$75,000 in non-state cash matching funds for this project.

NOW, THEREFORE, BE IT RESOLVED, if the City of South St. Paul is awarded a grant by the Minnesota Department of Natural resources, the City of South St. Paul agrees to accept the grant award, and may enter into an agreement with the State of Minnesota for the above referenced project. The City of South St. Paul will comply with all applicable laws, environmental requirements and regulations as stated in the grant agreement, and

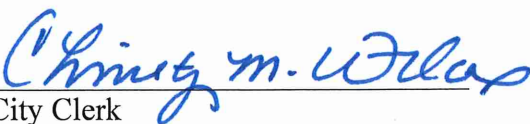
BE IT FURTHER RESOLVED that the applicant has read the Conflict-of-Interest Policy contained in the Local Trail Connections Program Grant Manual and certifies it will report any actual, potential, or organizational conflicts of interest upon discovery to the state related to the application or grant award, and

BE IT FURTHER RESOLVED, the City Council of the City of South St. Paul names the fiscal agent for the City of South St. Paul for this project as:

Clara Hilger
Finance Director
City of South St. Paul
125 3rd Ave. N.
South St. Paul, MN 55075

BE IT FURTHER RESOLVED, the City of South St. Paul hereby assures the Seidls Lake Trail will be maintained for a period of no less than 20 years.

Adopted this 22nd day of February, 2022.


City Clerk

Attachment C – Letters of Support



**PUBLIC WORKS
DEPARTMENT**

8150 Barbara Avenue
Inver Grove Heights
Minnesota 55077

Engineering
651-450-2570

Streets and Utilities
651-450-4309

www.ighmn.gov

February 23, 2022

Sue Polka, PE
City of South St. Paul
125 3rd Avenue N
2nd Floor
South St. Paul, MN 55075

**SUBJECT: DNR Local Trail Connections and Federal Recreational Trail
Program Applications**

Dear Ms. Polka,

The City of Inver Grove Heights supports the City of South St. Paul's applications for funding through the Minnesota Department of Natural Resources' Local Trail Connections Program and Federal Recreational Trail Program for the Seidls Lake Trail Reconstruction and Extension Project. This project will reconstruct trails within Seidls Lake Park that were damaged by high water levels and provide for construction of a new trail segment from the existing trail along the east side of Seidls Lake to the existing trail between Blaine Ave and 47th St E in the City of Inver Grove Heights.

Conservation Partners Legacy Grant funds have also been secured to complete shoreland restoration activities within the park. Securing funds to reconstruct and extend the existing trail will fill a gap in funding to achieve the local vision for Seidls Lake Park, and allow the opportunity for both the trail restoration/extension and shoreland restoration activities to be completed concurrently.

Completion of the proposed trail project will improve access to the restored Seidls Lake Park area, particularly from the Inver Grove Heights side of the park, which currently lacks access to the shoreline of Seidls Lake. The project will provide opportunities for walking and biking, fishing, wildlife viewing, and other recreational activities. The proposed trail extension will also create a valuable nonmotorized connection between residential neighborhoods north of the park in South St. Paul, and the existing trail and playground area at the south end of the park in Inver Grove Heights.

Please give this important project your full consideration for receipt of Local Trail Connections and Federal Recreational Trail Program funding.

Thank you,

Brian D. Connolly, PE
Public Works Director

Adam Lares
Parks and Recreation Director



February 16, 2022

Sue Polka, PE
City Engineer - South St. Paul

SUBJECT: DNR Local Trail Connections and Federal Recreational Trail Program Applications

Dear Ms. Polka,

The Lower Mississippi River Watershed Management Organization (LMRWMO) fully supports the City of South St. Paul's applications for funding through the Minnesota DNR's Local Trail Connections Program and Federal Recreational Trail Program for the Seidls Lake Trail Reconstruction and Extension Project.

This project is vital to reconnect residents with the unique regional resource of Seidls Lake and Park, which together provide essential aquatic and terrestrial habitat that is otherwise lacking in this portion of the LMRWMO. It is essential to reconstruct these trails within Seidls Lake Park that were damaged by high water levels and create the new trail segment along the east side of Seidls Lake. Restoration of the Seidls Lake area is a continued priority for both cities that uniquely manage this shared resource, as well as the LMRWMO. With this requested grant funding, thousands of residents of South St. Paul and Inver Grove Heights can benefit from this planned regional trail centerpiece.

This project will perfectly complement the recently secured Conservation Partners Legacy Grant for shoreline restoration around Seidls Lake. Also, the newly installed outlet and lift station will provide the stable water levels needed to stop shoreline erosion around the lake and prevent damage to the new trail. Finally, stormwater management projects recently installed in the watershed of Seidls Lake protect this regional resource from further water quality degradation. Securing funds to reconstruct and extend the existing trail will fill a gap in funding to achieve the local vision for Seidls Lake Park.

Completion of the proposed trail project will improve access to the restored Seidls Lake Park area, which will provide opportunities for walking, biking, fishing, and access to the natural features the Park provides. The trail extension will also create a valuable and safe nonmotorized connection between residential neighborhoods north of the park in South St. Paul and the existing trail and playground area at the south end of the park in Inver Grove Heights.

The proposed project is consistent with existing plans, intended uses for the Park, and the goals of the LMRWMO. The LMRWMO requests that grant reviewers please give this important project strong attention for receipt of Local Trail Connections and Federal Recreational Trail Program funding.

Thank you,

Joe Barten
Administrator - Lower Mississippi River Watershed Management Organization

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Purchase Agreement for Property Adjacent to Seidls Lake Park (PID 20-02810-80-010).

Meeting Date: December 9, 2019
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by:

☐	Fiscal/FTE Impact:
☐	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☒	Other

PURPOSE/ACTION REQUESTED

Consider approval of a purchase agreement for property located adjacent to Seidls Lake Park. The purchase price is \$10,000 and is funded by the Park Acquisition and Development Fund (Fund 402).

SUMMARY

The City of Inver Grove Heights owns Seidls Lake Park on the south side of the lake which is 30-acres. The City of South St. Paul also owns their version of Seidls Lake Park on the north side of the lake which is 3-acres. The two cities have master plans for their respective parks with Inver Grove Heights plan being created in 2007.

The City of Inver Grove Heights was recently approached by a private property owner asking if we would be interested in purchasing the following parcel:

- PID 20-02810-80-010
- 1-acres in size (0.68-land) (0.32 water).

Details include:

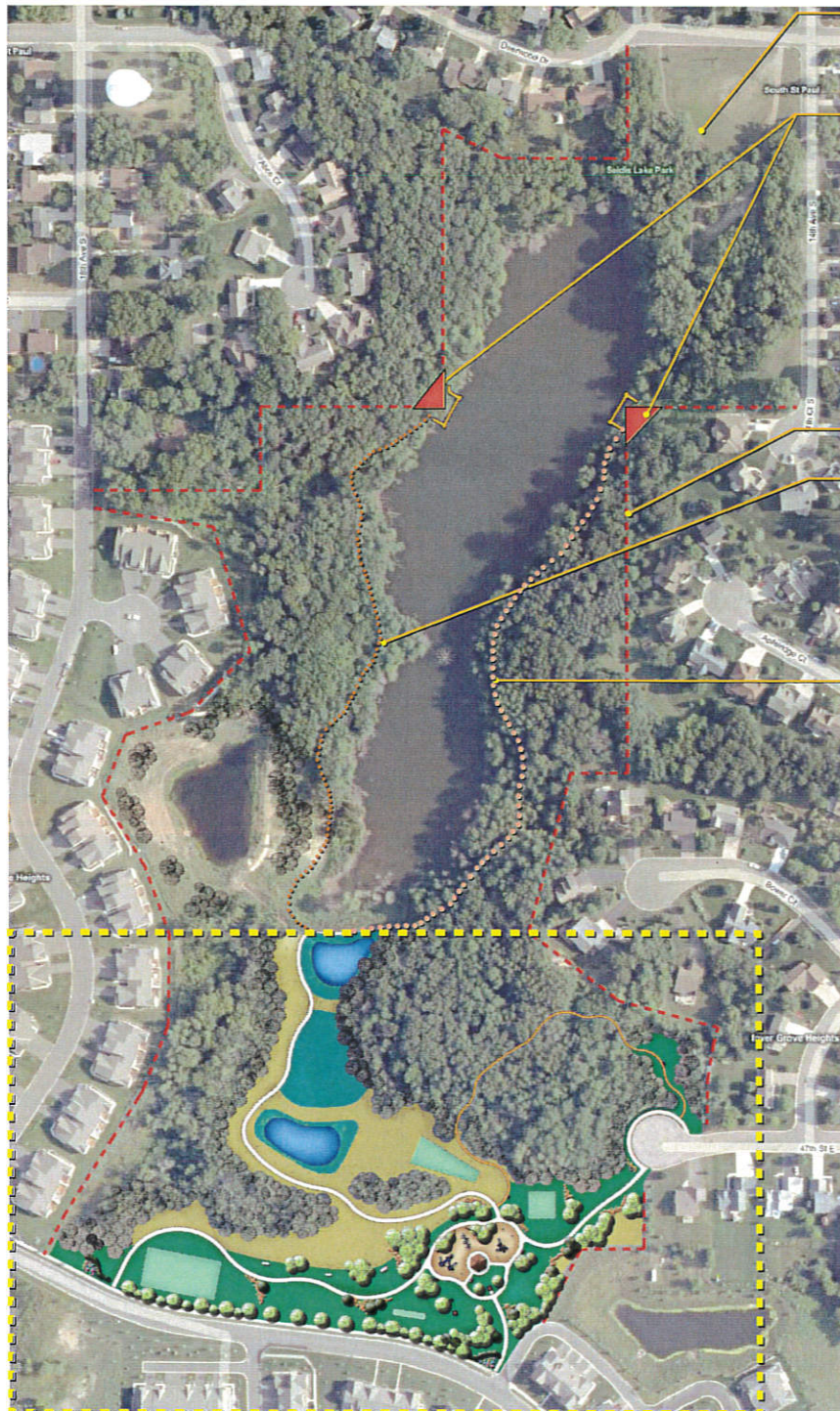
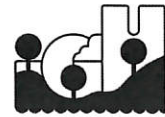
- The Purchase Price is \$10,000.
- The closing date is on or before 1/31/2020.
- The due diligence deadline is 1/15/2020.
- Seller will pay the state deed tax.
- Buyer will pay the title commitment and title policy costs.
- Buyer will pay the closing costs.
- Buyer will pay the cost to record the Warranty Deed.
- Seller will pay the cost to release the property from the existing mortgage.
- The property is being sold as-is, subject to the due diligence investigation of the City.
- Buyer will obtain the title commitment and title policy.

Each master plan envisioned a trail around the lake so residents from both communities could access the entire perimeter of the lake. Controlling this parcel will assist in our goal of the development of a future trail. The parcel has significant topography challenges and abuts the South St. Paul municipal border. The master plan identifies two potential “pinch points” to getting a trail constructed, see attached master plan.

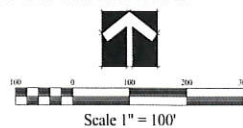
City staff is recommending we acquire the parcel and include it as a part of Seidls Lake Park. All expenses associated with the acquisition will be paid for out of the Park Acquisition and Development Fund (Fund 402).

Seidl's Lake Park

Overall Preliminary Master Plan



REFER TO ENLARGEMENT
PLAN FOR INFORMATION
WITHIN THIS AREA



South St. Paul Site

Trails should tie into the South St. Paul's portion of Seidl's Lake Park.

Property Crossing Options

Crossing the two sections of lakeshore to join the Inver Grove Heights site to the South St. Paul site should be pursued.

One option consists of using boardwalks with overlooks across the water in order to bypass the private property.

The other option consists of the city obtaining trail easements from the private property owners to build the trail on solid ground.

Park Property Lines (typ)

Future Trail Alternate

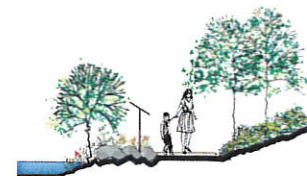
A future trail to complete a loop around the lake could be implemented, if desired, and would tie into the South St. Paul park site. The trail should be minimal in width, possibly built of a nature trail material (bare soil, wood chips, etc.) and should minimize disturbance to the site.

Lakeside Trail

Future lakeside trail should be a minimum of 6' wide, with an ideal width of 8' and should tie into the South St. Paul trail system.

The trail should be built above the future high water level, where feasible, once this is established and control structures are in place. In areas where it is not feasible, use of suitable construction materials shall be used to reduce the propensity for water damage.

Where the trail is adjacent to steep slopes, the edge of the trail shall have retaining walls built of suitable materials that would blend with the natural character of the site, such as limestone blocks, natural boulders, etc.



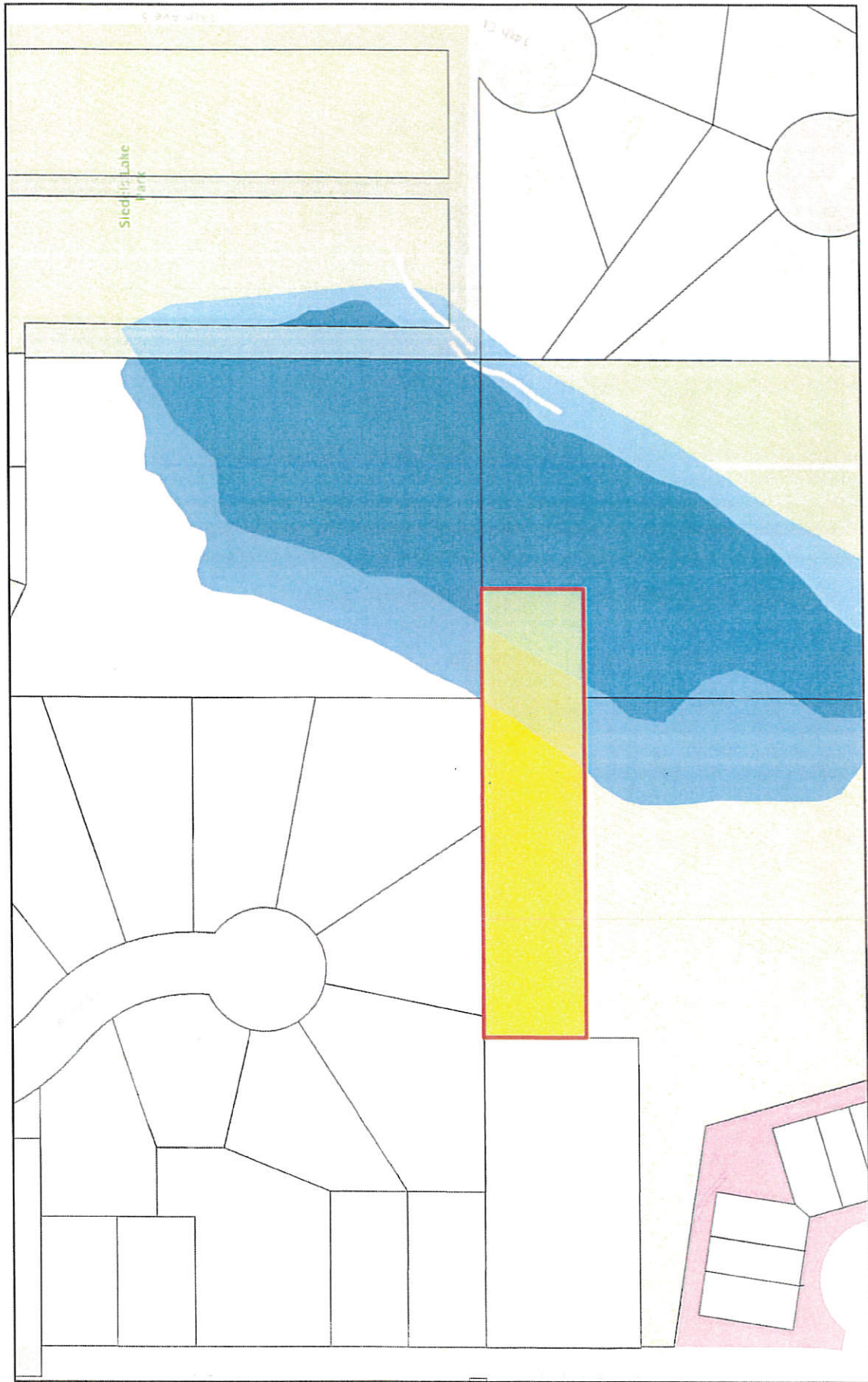
Interpretive / Educational Information

Placement of interpretive / educational signs along the various park trails would provide the users information about their surroundings and encourage stewardship for the park.



PROJECT #07-01
DATE: JUNE 13TH, 2007

Property Map



June 3, 2019

Parcels

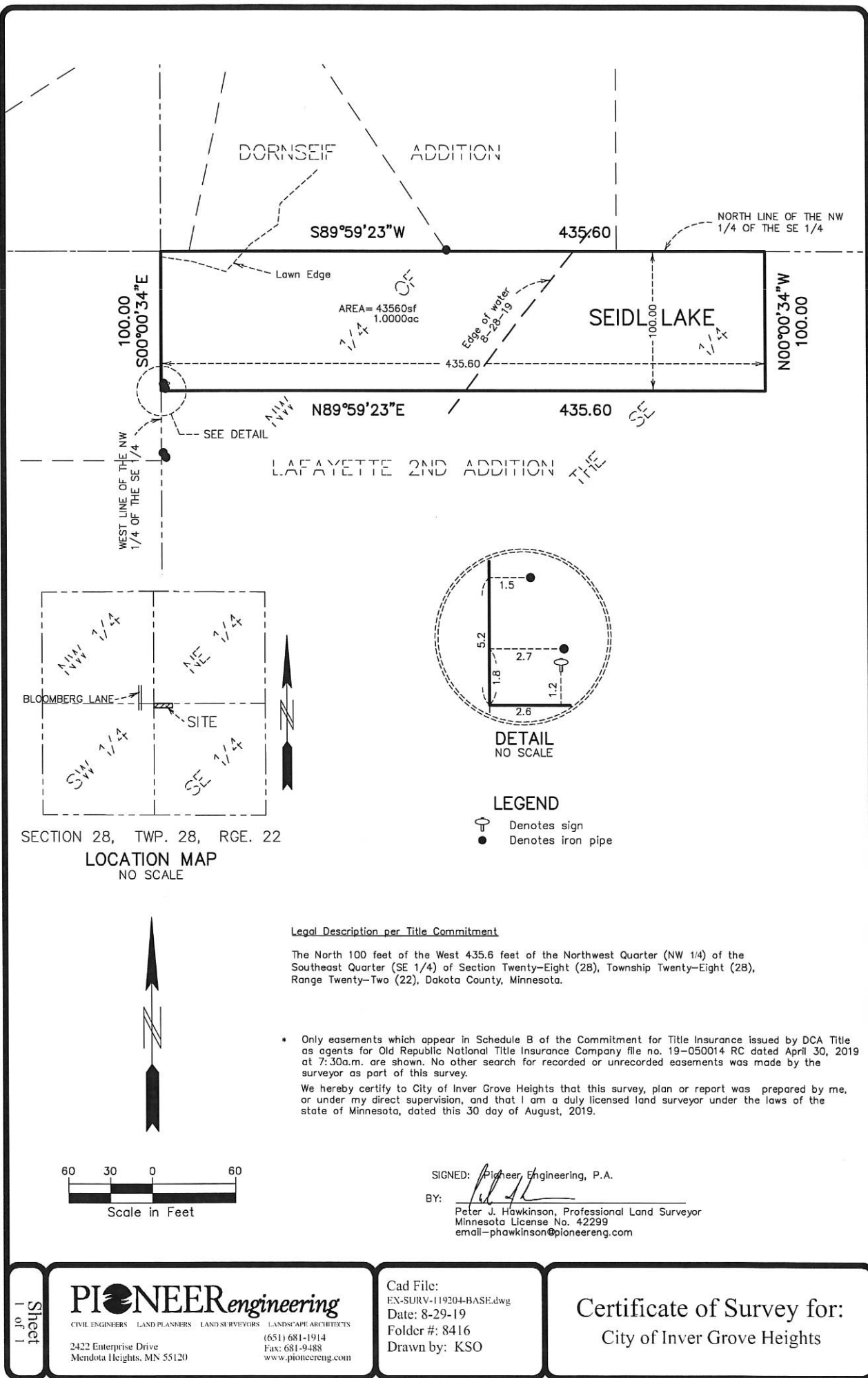
Multi-owner Parcel

Right of Way Easement

Dedicated Right of Way

Water in Tax Parcel

Dakota County
Dakota County



SECTION 28, TWP. 28, RGE. 22
LOCATION MAP
 NO SCALE

LEGEND

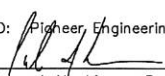
-  Denotes sign
-  Denotes iron pipe

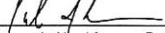
Legal Description per Title Commitment

The North 100 feet of the West 435.6 feet of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section Twenty-Eight (28), Township Twenty-Eight (28), Range Twenty-Two (22), Dakota County, Minnesota.

* Only easements which appear in Schedule B of the Commitment for Title Insurance issued by DCA Title as agents for Old Republic National Title Insurance Company file no. 19-050014 RC dated April 30, 2019 at 7:30a.m. are shown. No other search for recorded or unrecorded easements was made by the surveyor as part of this survey.

We hereby certify to City of Inver Grove Heights that this survey, plan or report was prepared by me, or under my direct supervision, and that I am a duly licensed land surveyor under the laws of the state of Minnesota, dated this 30 day of August, 2019.

SIGNED:  Pioneer Engineering, P.A.

BY: 
 Peter J. Hawkinson, Professional Land Surveyor
 Minnesota License No. 42299
 email-phawkinson@pioneereng.com



Sheet
 1 of 1

PIONEERengineering
 CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS
 (651) 681-1914
 2422 Enterprise Drive
 Mendota Heights, MN 55120
 Fax: 681-9488
 www.pioneereng.com

Cad File:
 EX-SURV-119204-BASE.dwg
 Date: 8-29-19
 Folder #: 8416
 Drawn by: KSO

Certificate of Survey for:
 City of Inver Grove Heights

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA**

RESOLUTION NO. _____

**RESOLUTION APPROVING A PURCHASE AGREEMENT BETWEEN THE CITY OF
INVER GROVE HEIGHTS AND CTW GROUP INCORPORATED RELATING TO
THE PURCHASE OF PROPERTY IDENTIFIED AS DAKOTA COUNTY TAX
IDENTIFICATION NUMBER 20-02810-80-010**

WHEREAS, CTW GROUP INCORPORATED (Seller) owns real property located in Inver Grove Heights, Minnesota, identified as Dakota County Tax Identification No. 20-02810-80-010 described in the Purchase Agreement attached hereto as Exhibit A (Real Property); and

WHEREAS, the City of Inver Grove Heights desires to purchase the Real Property for park purposes; and

WHEREAS, the City and Seller have negotiated the attached Purchase Agreement for the sale of the Real Property by Seller to the City for the purchase price of \$10,000; and

WHEREAS, the Planning Commission has determined that the acquisition of the Real Property is consistent with the City's comprehensive plan.

WHEREAS, the City has the power and authority to purchase the Real Property for park purposes.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Inver Grove Heights:

1. The City Council hereby approves the attached Purchase Agreement with CTW GROUP INCORPORATED for the Real Property at a purchase price of \$10,000.
2. The Mayor and City Clerk are authorized to execute the attached Purchase Agreement and to execute all closing documents related thereto.

Passed this 9th day of December, 2019.

George Tourville, Mayor

Attest:

Rebecca Kiernan, City Clerk

EXHIBIT A
PURCHASE AGREEMENT

PURCHASE AGREEMENT

BY AND BETWEEN

**CITY OF INVER GROVE HEIGHTS
(BUYER)**

AND

**CTW GROUP INCORPORATED
(SELLER)**

FOR

PURCHASE OF REAL PROPERTY

IN INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA

LOCATED WITHIN SEIDLS LAKE PARK

BUYER:

City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

SELLER:

CTW GROUP INCORPORATED
4820 Minnetonka Boulevard
Minneapolis, MN 55416

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (“Agreement”) is made this 9th day of December, 2019, by and between Seller and Buyer as hereafter defined. Subject to the performance by the Buyer of the provisions and conditions hereinafter set forth, Seller agrees to sell and convey to Buyer and Buyer agrees to accept conveyance of the Real Property. Subject to the covenants, warranties, representations and mutual consideration herein contained, the parties hereby agree as follows:

Section 1. DEFINITIONS.

1.1 TERMS. The following terms, unless elsewhere defined specifically in this Agreement, shall have the following meanings as set forth below.

1.2 BUYER. Buyer shall mean City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota.

1.3 SELLER. Seller shall mean CTW GROUP INCORPORATED, a corporation organized under the laws of the State of Minnesota.

1.4 CLOSING DATE. Closing Date shall mean a date determined and agreed to in writing by Buyer and Seller, but no later than January 31, 2020.

1.5 CLOSING DOCUMENTS. Closing Documents shall mean and comprise the following:

- a.) Warranty Deed.
- b.) An affidavit by Seller of no judgments, no tax liens and no unrecorded interests.
- c.) Satisfaction of any liens and mortgages on the Real Property, including the Mortgage, Security Agreement and Fixture Financing Statement dated April 1, 2019 recorded on April 2, 2019 as Dakota County Document No. 3298780.
- d.) All other documents affecting title to and possession of the Real Property and necessary to transfer or assign the same to Buyer by the Warranty Deed.
- e.) An affidavit by Seller that there has been no labor or materials furnished for which mechanic liens can be filed with respect to any labor or materials ordered by Seller.
- f.) Any disclosure required by Minnesota law concerning above ground or below ground tanks, if applicable.
- g.) Well certificate, if applicable, as required by Minnesota law.

- h.) Any disclosure required by Minnesota law concerning a septic system on the Real Property, if applicable.
- i.) Any other documentation required by the title company to provide title insurance coverage acceptable to Buyer.

1.6 CLOSING LOCATION. Closing Location shall mean the offices of DCA Title located at 750 Main Street, Suite 208, Mendota Heights, MN 55120.

1.7 CONDITIONS PRECEDENT TO CLOSING BY SELLER. Conditions Precedent To Closing By Seller shall mean the following:

- a.) **ACCURACY OF REPRESENTATIONS.** The representations, warranties, covenants and agreements of Buyer contained in this Agreement or in any written statement memorandum or exhibit that shall be delivered pursuant to this Agreement shall be true in all respects at and as of the Closing Date as though such representations, warranties, covenants and agreements were made at and of the Closing Date.
- b.) **PERFORMANCE.** The Buyer shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by Buyer prior to or at the Closing Date.
- c.) **APPROVAL OF DOCUMENTS.** The form and substance of all certificates, instruments, opinions and other documents delivered by one party to another under this Agreement shall be satisfactory in all reasonable respect to the party to receive the document and its counsel.

1.8 CONDITIONS PRECEDENT TO CLOSING BY BUYER. Conditions Precedent To Closing By Buyer shall mean the following:

- a.) **ACCURACY OF REPRESENTATIONS.** The representations, warranties, covenants and agreements of Seller contained in this Agreement or in any written statement memorandum or exhibit that shall be delivered pursuant to this Agreement shall be true in all respects at and as of the Closing Date as though such representations, warranties, covenants and agreements were made at and of the Closing Date.
- b.) **PERFORMANCE.** Seller shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by Seller prior to or at the Closing Date. Prior to or at the Closing Date, Buyer shall have obtained or acted to effect the following:

- i. Approval by the City Council of a resolution that:
 - a. Accepts and authorizes the terms of this Agreement; and
 - b. Authorizes the execution of documents to effectuate the closing.
- ii. A condition precedent is that the City Planning Commission submit a report to the Council pursuant to Minn. Stat. § 462.356, subd. 2 concerning its findings as to whether the purchase of the Real Property is consistent with the City's Comprehensive Plan.
- c.) **ABSENCE OF LITIGATION.** No action or proceeding by or before any court or other governmental body shall have been instituted or threatened pertaining to any transaction contemplated by this Agreement or its consummation or the transfer or sale of the Real Property.
- d.) **APPROVAL OF DOCUMENTS.** The form and substance of all certificates, instruments, opinions and other documents delivered by one party to another under this Agreement shall be satisfactory in all reasonable respect to the party to receive the document and its counsel.
- e.) **ACCEPTANCE BY BUYER.** An express condition precedent is that in Buyer's sole opinion and judgment, the following are found by Buyer to be satisfactory and acceptable to Buyer prior to Closing:
 - 1.) the status of the encumbrances and the marketability of title with respect to the Real Property;
 - 2.) the Environmental Contingency referenced in Section 1.9; and
 - 3.) the approvals identified in Section 1.8 (b)(i).

1.9 ENVIRONMENTAL CONTINGENCY. Environmental Contingency means that on or before January 15, 2020 Buyer has inspected the Real Property and has determined that the physical condition of the Real Property is in the sole judgment of the Buyer, suitable for Buyer's intended use.

1.10 PERMITTED ENCUMBRANCES. Permitted Encumbrances shall mean and comprise the following:

- a.) building and zoning laws, ordinances, state and federal regulations;
- b.) utility, road and drainage easements which do not interfere with improvements to the

premises; all such easements must be confined by a specific legal description for a specific width of the easement and such easements must not be “blanket” easements that encumber more area than needed for the specific easement purpose;

- c.) easements, restrictions and reservations of record, if any, that are satisfactory and acceptable to Buyer, in Buyer’s sole judgment.

1.11 POSSESSION DATE. Possession Date shall mean Closing Date.

1.12 REAL PROPERTY. Real Property shall mean that certain tract of land located in Inver Grove Heights, County of Dakota, State of Minnesota, and legally described as shown on the attached **Exhibit A**, which exhibit is incorporated by reference. The Real Property shall also include all of the right, title and interest of the owner of the property in and to any easements, rights of way, privileges, appurtenances, and right to the same belonging to or inuring to the benefit of the Real Property described on **Exhibit A**.

1.13 SELLER’S WARRANTIES. Seller’s Warranties shall mean and comprise the following:

Seller represents and warrants to Buyer that:

- a.) **AUTHORITY AND ORGANIZATION.** Seller and those designated to sign the documents associated with this transaction are legally authorized to execute all documents on behalf of Seller.

Seller has all requisite power and authority to own, use and sell the Real Property.

Seller has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement, and, no approvals or consents of any persons other than Seller are necessary in connection with it. Seller has or will by the Closing Date taken all necessary action to authorize the execution of this Agreement and the consummation of the transactions contemplated hereby

- b.) **NO DEFAULT.** Seller is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this Agreement by Seller or prohibit any of the transactions provided for in this Agreement.
- c.) **TITLE.** At Closing Date, Seller will have good and marketable title pursuant to the laws of the State of Minnesota to the Real Property to be conveyed hereunder, subject only to the Permitted Encumbrances. At Closing Date, the Real Property will not be subject to a contract or other agreement of sale or subject to security interests, mortgages, encumbrances, liens (including income, personal property and other tax

liens) or off-sets, claims, reductions or charges of any kind or character.

- d.) **LITIGATION.** There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending or, to the best knowledge of Seller, threatened, against or affecting Seller with respect to the Real Property.
 - e.) **FULL DISCLOSURE.** None of the representations and warranties made by Seller or made in any exhibit hereto, certificate or memorandum furnished or to be furnished by them, or on their behalf, contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.
 - f.) **NO CONDEMNATION NOTICE.** Seller has not received any other notice of condemnation proceedings against the whole or any part of the Real Property.
 - g.) **NO UNDERGROUND TANKS.** To Seller's best knowledge, there are no underground fuel tanks or other underground tanks on the Real Property.
 - h.) **NO WASTE.** To the Seller's best knowledge, the Real Property is free of Waste and Hazardous Substances. To Seller's best knowledge the soil and ground of the Real Property are free from any spills, deposits, contaminations or seepage of Waste and Hazardous Substances and free from any Release of any Waste and Hazardous Substances.
 - i.) **NO PETROLEUM LEAKAGE.** To Seller's best knowledge with respect to Petroleum, natural gas, natural gas liquids, liquefied natural gas, and synthetic gas usable for fuel or mixtures thereof, the Real Property is free of such liquids, gases and substances and have not been used for the generation, treatment or disposal thereof. To Seller's best knowledge, the soil and ground of the Real Property are free from any spills, deposits, contamination or seepage thereof and free from any Release of any Petroleum.
 - j.) **NO VIOLATION OF ENVIRONMENTAL LAWS.** To Seller's best knowledge, the Real Property is not in violation of any Environmental Laws.
 - k.) **NO BOUNDARY DISPUTES.** There are no boundary disputes relating to the Real Property.
 - l.) **NO UNRECORDED AGREEMENTS.** There are no unrecorded agreements, covenants, leases, rights of first refusal or options to purchase concerning the Real Property.
- 1.14 **BUYER'S WARRANTIES.** Buyer's Warranties shall mean the following:

- a.) **AUTHORITY AND ORGANIZATION.** Buyer and those designated to sign the documents associated with this transaction are legally authorized to execute all documents on behalf of Buyer. Buyer has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement, and, no approvals or consents of any persons other than Buyer are necessary in connection with it. Buyer has or will by the Closing Date taken all necessary action to authorize the execution of this Agreement and the consummation of the transactions contemplated hereby.

1.15 HAZARDOUS SUBSTANCE. Hazardous Substance means any of the following:

- a.) Any commercial chemical designated pursuant to the Federal Water Pollution Control Act, under United States Code, title 33, Section 1321(b)(2)(A);
- b.) Any hazardous air pollutant listed pursuant to the Clean Air Act, under United States Code, title 42, section 7412;
- c.) Any hazardous substance, pollutant or contaminant regulated under the Comprehensive Environmental Response Compensation and Liability Act as amended, 42 U.S.C. 9601 et. seq. (CERCLA); and hazardous substance, pollutant or contaminant regulated under similar Minnesota environmental laws;
- d.) Any hazardous waste under Minnesota laws;
- e.) Pesticides regulated under the Federal Insecticide, Fungicide and Rodenticide Act, as amended, 7 U.S.C. Section 136 et. seq. (FIFRA);
- f.) Asbestos, polychlorinated biphenyls (PCBs), toxic substances, and other substances regulated under the Toxic Substances Control Act, as amended, 15 U.S.C. section 2601 et. seq. (TSCA);
- g.) Source material, special nuclear material, by product materials, any other radioactive materials or radioactive wastes however produced, regulated under the Atomic Energy Act, as amended, 42 U.S.C. section 2011 et. seq. or the Nuclear Waste Policy Act of 1982, as amended, 42 U.S.C. section 10101 et. seq.;
- h.) Industrial process and pollution control wastes, which are hazardous within the meaning of the Resource Conservation And Recovery Act, as amended 42 U.S.C. Section 6901 et. seq. (RCRA);
- i.) Any hazardous material under the Hazardous Materials Transportation Act, 49 USCS Appx. Section 1801 et. seq.;

- j.) Any hazardous material listed in Code of Federal Regulation Title 49, Section 172.101;
- k.) Any pollutant or contaminant as defined by 42 U.S.C. Section 9601.

1.16 RELEASE. Release means any spilling, leakage, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment of any Waste, Hazardous Substance, Petroleum or pollutant or contaminant as defined by 42 U.S.C. Section 9601.

1.17 PETROLEUM. Petroleum means any of the following:

- a.) gasoline
- b.) fuel oil
- c.) kerosene
- d.) any petroleum distillate
- e.) any petroleum residual
- f.) diesel fuel
- g.) oil
- h.) ethanol

1.18 CONSTRUCTION DEBRIS. Construction Debris means construction debris as defined by Minn. Stat. § 115A.03.

1.19 DEMOLITION DEBRIS. Demolition Debris means solid waste resulting from the demolition of buildings, roads, and other man-made structures including concrete, brick, bituminous concrete, untreated wood, masonry, glass, trees, rock, and plastic building parts.

1.20 INDUSTRIAL SOLID WASTE. Industrial Solid Waste means industrial waste as defined by Minn. Stat. § 115A.03.

1.21 MIXED MUNICIPAL SOLID WASTE. Mixed Municipal Solid Waste means mixed municipal solid waste as defined by Minn. Stat. § 115A.03.

1.22 SOLID WASTE. Solid Waste means solid waste as defined by Minn. Stat. § 115A.03.

1.23 HAZARDOUS WASTE. Hazardous Waste means hazardous waste as defined by Minn. Stat. § 115B.02.

1.24 POLLUTANTS. Pollutants means pollutants as defined by Minn. Stat. § 115B.02.

1.25 CONTAMINANTS. Contaminants means contaminants as defined by Minn. Stat. § 115B.02.

1.26 SEWAGE SLUDGE. Sewage Sludge means sewage sludge as defined by Minn. Stat. § 115A.03.

1.27 WASTE. Waste means, jointly and severally, the following:

- a.) Hazardous Substances
- b.) Hazardous Waste
- c.) Pollutants
- d.) Contaminants
- e.) Construction Debris
- f.) Demolition Debris
- g.) Industrial Solid Waste
- h.) Mixed Municipal Solid Waste
- i.) Solid Waste.
- j.) Sewage Sludge.

1.28 ENVIRONMENTAL LAWS. "Environmental Laws" shall mean all federal laws and regulations that protect or regulate the environment, including, but not limited to, the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Clean Water Act 33 U.S.C. § 1251 et seq., and the Water Quality Act of 1987; the Federal Insecticide Fungicide, and Rodenticide Act ("FIFRA"), 7 U.S.C. § 136 et seq., the Marine Protection Research, and Sanctuaries Act, 33 U.S.C. § 1401 et seq.; the National Environmental Policy Act, 42 U.S.C. § 4321 et seq.; the Noise Control Act, 42 U.S.C. § 4901 et seq.; the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 et seq. as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. § 3001 et seq.; the Comprehensive

Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq. as amended by the Superfund Amendments and Reauthorization Act, the Emergency Planning and Community Right-To-Know Act, and Radon Gas and Indoor Air Quality research Act; the Toxic Substances Control Act ("TSCA"), 15 U.S.C. § 2601 et seq.; the Atomic Energy Act, 42 U.S.C. § 2011 et seq., and the Nuclear Waste Policy Act of 1982, 42 U.S.C. § 2011 et seq., all as may be amended, with implementing regulations and guidelines.

Environmental Laws shall also include The Minnesota Environmental Response and Liability Act ("MERLA") and state, regional, county, municipal, and other local laws, regulations, and ordinances insofar as they are equivalent or similar to the federal laws recited above or purport to regulate Waste or Petroleum.

Section 2. CONSIDERATION. Seller, in consideration of the mutual promises and covenants herein contained, agrees to convey the Real Property to Buyer in the manner and at the times set forth in this Purchase Agreement. Buyer, in consideration of the mutual promises and covenants herein contained, agrees to pay Seller the sum of Ten Thousand Dollars (\$10,000) on the Closing Date by wire transfer.

Section 3. OBLIGATION TO PROVIDE WARRANTY DEED. Subject to performance by the Buyer of the Agreement herein, the Seller agrees to execute and deliver the Warranty Deed, subject only to the Permitted Encumbrances. The Real Property shall be free of any lien, mortgage, charge, or lease, including the Mortgage, Security Agreement and Fixture Financing Statement dated April 1, 2019 recorded on April 2, 2019 as Dakota County Document No. 3298780.

Section 4. REAL ESTATE TAXES. Seller hereby agrees to pay all real estate taxes levied against the Property herein sold due and payable in the years prior to Closing. Any real estate taxes levied against the Property that are due and payable in the year of Closing shall be prorated between Seller and Buyer with Seller responsible for the time period up to and including the Closing Date.

Section 5. SPECIAL ASSESSMENTS. On or before the Date of Closing, Seller agrees to pay the principal and interest amounts owing on all levied special assessments, including the installments, if any, payable in the years 2019, 2020 and thereafter; and Seller agrees to pay the principal amount relating to any pending special assessments.

Section 6. PURCHASE OF REAL PROPERTY "AS IS". It is agreed and understood that the Buyer will be inspecting the Real Property (including the possibility of conducting a Phase I Environmental Assessment at Buyer's sole cost and expense) and that the Buyer will be purchasing the Real Property in its "AS IS" condition with no warranties or representations by the Sellers as to its condition, *except as stated in the Seller's Warranties*.

Buyer, at Buyer's sole cost and expense, will have the opportunity to conduct a Phase I Environmental Assessment and any other environmental tests that it desires, and is aware of or has had the

opportunity to make itself aware of any Waste or Hazardous Substances on the Real Property and is aware of or has had the opportunity to make itself aware of any Petroleum, natural gas, natural gas liquids, liquefied natural gas, and/or synthetic gas usable for fuel or mixtures thereof on the Real Property.

Prior to January 15, 2020, Buyer, at its sole cost and expense, may obtain a Phase I Environmental Assessment of the Real Property. Seller agrees to cooperate in the preparation of the Phase I Environmental Assessment and to accurately respond to any questions and inquiries that are posed to Seller relating to preparation of Phase I Environmental Assessment. Seller agrees to make the Real Property available for on-site and field inspections. In the event any Hazardous Substances, Waste, Petroleum products, or other environmental conditions are discovered on the Property, Buyer's obligation hereunder shall be governed as set forth under Section 10. Seller shall have no obligation to remove any substances identified by the Buyer as a result of the Phase I (or otherwise) so as to make the Real Property acceptable to Buyer, however, Seller shall have the option (in its sole and absolute discretion) to satisfy the condition or to cancel this transaction and declare this Agreement to be null and void.

In addition, during the period beginning on the execution of this Agreement and ending on January 15, 2020, Buyer, at Buyer's sole cost and expense, may enter upon the Real Property and conduct appraisals, tests, inspections, surveys and studies (including, without limitation, soil, environmental, physical, mechanical and structural) which Buyer may deem appropriate to determine the suitability of the Real Property for Buyer's intended use. In connection with any entry by Buyer, or its agents, employees or contractors onto the Real Property, Buyer shall give Seller reasonable advance notice of such entry and shall conduct such entry and any inspections in connection therewith so as to reasonably minimize, to the greatest extent reasonably possible, interference with Seller's use of the Real Property and otherwise in a manner reasonably acceptable to Buyer. Without limiting the foregoing, at least 48 hours prior to any entry to perform any on-site testing, Buyer shall give Seller written notice thereof, including the identity of the company or persons who will perform such testing and the proposed scope of the testing. Buyer shall maintain, and shall insure that its contractors maintain, at least one million dollars (\$1,000,000) of public liability and property damage insurance to insure against the liability of Buyer and its agents, employees or contractors, arising out of any entry or inspections of the Real Property pursuant to the provisions hereof, and Buyer shall provide Seller with reasonable evidence of such insurance coverage upon request by Seller. Buyer shall indemnify, defend and hold Seller harmless from and against any costs, damages, liabilities, losses, expenses, liens or claims (including, without limitation, reasonable attorneys' fees) to the extent arising out of or relating to any entry on the Real Property by Buyer, its agents, employees or contractors in the course of performing the inspections, testing or inquiries provided for in this Agreement. The foregoing indemnity shall survive the termination of this Agreement. Buyer may provide the above liability and property damage insurance through self-insurance. Nothing herein shall be deemed to be waiver of the municipal tort liability limitations benefiting Buyer found in Minnesota Statutes Chapter 466.

BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT IF BUYER DOES NOT TERMINATE THIS AGREEMENT PRIOR TO 4:00 P.M. CENTRAL TIME ON JANUARY 15, 2020, THEN EXCEPT AS PROVIDED IN SECTIONS 1.13 and 9, BUYER WILL BE PURCHASING THE REAL PROPERTY ON AN "AS IS WITH ALL FAULTS" BASIS WITH RESPECT TO THE FOLLOWING MATTERS AND THAT BUYER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM SELLER, ITS AGENTS, OR BROKERS WITH RESPECT TO THE FOLLOWING MATTERS CONCERNING THE REAL PROPERTY (EXCEPT AS PROVIDED IN SECTIONS 1.13 and 9): (i) the quality, nature, adequacy and physical condition of the Real Property, (ii) the quality, nature, adequacy, and physical condition of soils, geology and any groundwater, (iii) the existence, quality, nature, adequacy and physical condition of utilities serving the Real Property or lack thereof, (iv) the development potential of the Real Property and the Real Property's use, habitability, merchantability, or fitness, suitability, value or adequacy of the Real Property for any particular purpose, (v) the zoning or other legal status of the Real Property or any other public or private restrictions on use of the Real Property, (vi) the compliance of the Real Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions of any governmental or quasi-governmental entity or of any other person or entity, (vii) the economics of the operation of the Real Property, and (viii) the environmental condition of the Real Property.

Section 7. CLOSING DATE AND POSSESSION DATE. Subject to performance by the Buyer of this Agreement, the closing shall occur on the Closing Date. The Seller agrees to deliver possession not later than the Possession Date provided that all conditions of this Agreement have been met by Buyer. The delivery of all papers, monies and matters relating to the closing shall take place at the Closing Location.

Section 8. TITLE OBJECTIONS. Buyer, at Buyer's own and sole expense, shall obtain a title commitment covering the Real Property and appurtenant easements, if any, in either case to include property searches covering bankruptcies, state and federal judgments and tax liens:

- a.) Buyer shall notify Seller of the date of its receipt of any title commitment it obtains.
- b.) Within fifteen (15) days following the Buyer's receipt of the title commitment, the Buyer shall give the Seller written notice of any objections to the title of the Real Property.
- c.) If any objections are so made, the Seller shall be allowed sixty (60) days after receipt of such written objections to make such title marketable. The Seller further agrees to use all reasonable efforts and to expend such sums as may be reasonably necessary to make said title marketable in the event a defect is disclosed. Pending correction of title, the payments herein required shall be postponed but upon correction of title and within ten (10) days after written notice to the Buyer, the Buyer and the Seller shall perform this Agreement according to its terms.

- d.) If said title is not marketable and is not made so within sixty (60) days from the date of delivery of the written objections thereto as above provided, then Buyer shall have the right (a) to terminate this Agreement upon notice given to Seller or (b) to waive such objections and proceed with such purchase. If title to the Real Property is marketable or is made marketable within said time, and Buyer shall default in any of the agreements herein contained, then and in such case, the Seller may terminate this Agreement, time being of the essence hereof, or Seller may specifically enforce this Agreement.
- e.) This section shall not deprive either party of the right of enforcing the specific performance of this Agreement, provided this Agreement is not terminated and provided that action to enforce specific performance is commenced within six (6) months after such right of action arises.

Section 9. WARRANTIES. Seller represents and warrants to Buyer all of the Seller's Warranties as defined in this Agreement. The Seller's Warranties shall survive the Closing and shall not merge with the Closing Documents.

Buyer represents and warrants to Seller the Buyer's Warranties as defined in this Agreement. The Buyer's Warranties shall survive the Closing and shall not merge with the Closing Documents.

Section 10. CONDITIONS PRECEDENT. The obligations of Buyer to purchase the Real Property are subject to the satisfaction, at or before the Closing Date, of all the Conditions Precedent To Closing By Buyer. Buyer may waive any or all of the conditions which are included herein for its benefit in whole or in part without prior notice, provided, however, that no such waiver of a condition shall constitute a waiver by Buyer of any of its other rights or remedies, at law or in equity, if Seller shall be in default of any of its representations, covenants, indemnifications, warranties or agreements under this Agreement. If the Conditions Precedent To Closing By Buyer are not satisfied, and if Buyer does not waive such Conditions Precedent To Closing By Buyer, then either Buyer or Seller by written notice to the other may cancel this Agreement; if the Agreement is so cancelled, the parties shall execute a cancellation of purchase agreement and the Buyer shall execute and deliver to seller a quit claim deed for the Real Property.

The obligations of Seller to sell Real Property are subject to the satisfaction, at or before the closing, of all the Conditions Precedent To Closing By Seller. Seller may waive any or all of the conditions which are included herein for Seller's benefit in whole or in part without prior notice, provided, however, that no such waiver of a condition shall constitute a waiver by Seller of any of its other rights or remedies, at law or in equity, if Buyer shall be in default of any of its representations, warranties or agreements under this Agreement. If the Conditions Precedent To Closing By Seller are not satisfied, and if Seller does not waive such Conditions Precedent To Closing By Seller, then either Buyer or Seller by written notice to the other may cancel this Agreement; if the Agreement is so cancelled, the parties shall execute a cancellation of purchase agreement and the Buyer shall execute

and deliver to seller a quit claim deed for the Real Property.

The obligations of Buyer to purchase the Real Property are subject to the satisfaction, at or before January 15, 2020, of the Environmental Contingency stated in Section 1.9. If the Environmental Contingency is not satisfied, and if Buyer does not waive such Environmental Contingency, then either Buyer or Seller by written notice to the other may cancel this Agreement; if the Agreement is so cancelled, the parties shall execute a cancellation of purchase agreement.

Section 11. CLOSING DOCUMENTS. Subject to performance by the Buyer, the Seller agrees to execute as necessary and deliver at the Closing Date the Closing Documents to be provided by Seller.

Section 12. ASSIGNABILITY OF INTEREST. This Purchase Agreement may not be assigned by the Buyer without Seller's written consent.

Section 13. STATE DEED TAX. Upon delivery of the Warranty Deed, Seller shall pay the state deed tax due on the Warranty Deed.

Section 14. TITLE INSURANCE. Buyer shall obtain a title commitment and title insurance policy with respect to the Real Property at Buyer's sole cost.

Section 15. CLOSING FEES AND COSTS. Buyer shall be responsible for and shall pay the closing costs charged by DCA Title. Seller shall pay the state deed tax and recording costs for documents required to clear Seller's title and Seller's attorney's fees. Further, Seller shall be solely responsible for, and hold Buyer harmless from paying, any real estate fees or commissions due or claimed to be due arising from this transaction, unless the fee or commission has been arranged by Buyer. Buyer is responsible to pay for the recording fee to record the Warranty Deed.

Section 16. MISCELLANEOUS.

- a.) The headings in this Agreement are for convenience only and are not part of this Agreement and do not in any way limit or amplify the terms and provisions hereof. It is understood and agreed that this Agreement has been made following negotiation by the parties and it is, therefore, not to be construed against any party because of draftsmanship.
- b.) All modifications to this Agreement must be in writing and signed by the parties hereto.
- c.) This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior arrangements and understandings between the parties hereto.

- d.) This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Section 17. NOTICES. Any notices hereunder shall be deemed sufficiently given by one party to the other if in writing and if and when delivered or tendered either in person or by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage and postal charges prepaid, addressed as follows:

If to Buyer: City of Inver Grove Heights
Attention: City Administrator
8150 Barbara Avenue
Inver Grove Heights, MN 55077

If to Seller: CTW GROUP INCORPORATED
4820 Minnetonka Boulevard
Minneapolis, MN 55416

or to such other address as the party addressed shall have previously designated by notice given in accordance with this Section. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed as provided above, provided, that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

Section 18. AMENDMENT AND WAIVER. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement, waive performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

IN WITNESS WHEREOF, the parties have hereto executed this Purchase Agreement the day and year first above written.

BUYER:
CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

By: _____
Rebecca Kiernan, City Clerk

Approved by City Council Resolution No. 19-____

SELLER:
CTW GROUP INCORPORATED

By: _____
Andrey Sokurec
Its: Chief Executive Officer

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Real property located in the City of Inver Grove Heights, County of Dakota, State of Minnesota legally described as follows:

The North 100 feet of the West 435.6 feet of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of Section Twenty-Eight (28), Township Twenty-Eight (28), Range Twenty-Two (22), Dakota County, Minnesota.

Abstract Property

Request for Council Action

SUBJECT: **Consider recommending approval of Contract Amendment to City Project No. 2015-08 with Kimley-Horn for Civil Trail Connection Design Services for Vista Pines Park.**

MEETING DATE: August 10, 2022

ITEM TYPE: Regular Agenda

CONTACT: Brian Swoboda, Parks Superintendent, 651.450.2582
Adam Lares, Parks & Recreation Director, 651.450.2587

ACTION REQUESTED

The Park and Recreation Advisory Commission is asked to consider recommending approval of Contract Amendment to City Project No. 2015-08 with Kimley-Horn for Civil Trail Connection Design Services for Vista Pines Park. The amendment includes the development of trail alternatives, final design plans, and bidding phase services to implement trail connections between realigned CSAH 63 (Argenta Trail) and the newly constructed Vista Pines Park.

BACKGROUND

The City recently completed construction on the new Vista Pines Park located west of the new CSAH 63 (Argenta Trail) roadway alignment and East of Argenta Court. The park will serve as an amenity for the recent residential development in the Blackstone developments and Peltier site development currently under construction. Trail and sidewalk infrastructure has been constructed with the area developments and is also a part of the Dakota County led CSAH 26 (70th Street) and CSAH 63 Improvements project that is anticipated to be completed in 2023. The County led roadway project realigns CSAH 63 and also proposes to extend multi-use trails along both sides of the roadway from Amana Trail to the north. Dakota County and the City are also planning to implement a crossing of CSAH 63 approximately 500-feet south of the 72nd Street intersection.

Vista Pines Park contains multiple paved and natural surfaced trails but does not include a direct trail connection from the park to the proposed multi-use trail along CSAH 63. However, in the overall park design, there was a trail in concept connecting the County trail to the park trail system. The intent was to revisit these trail connections after the completion of the park and in concert with approved CSAH 63 improvements. This results in the need to investigate the feasibility of connecting a safe logical trail system along CSAH 63 to the trails within the park at both the north and south ends of the park. Additionally, along with the Peltier development residents, the Argenta Hills development residents have provided comments regarding safe and direct pedestrian access into the newly constructed park from the east side (crossing the CSAH 63 - Argenta Trail). To that point, City staff have engaged the County about exploring a possible pedestrian bridge over Argenta Trail. However, this is exploratory and the County has included a pedestrian bridge feasibility study within their 2023 Draft CIP.

Staff propose utilizing Kimley Horn (KH) for the design effort for the bituminous path extension from Argenta Trail to Vista Pines Park given their historical knowledge with the 70th St/Argenta Trail project, having worked for both Dakota County and the City performing the final design of the project, and currently under contract with the City for the construction-phase inspection services. KH is best suited to be able to take the current topographic information and proposed alignment information for the County's project and integrate that into a design that will work to connect the proposed trail and crosswalk on Argenta to Vista Pines park in the most efficient manner, while also gaining directly feedback from Dakota County to coordinate the work within the County's ROW. By approving this work as an amendment to the current project, there will be no loss in continuity in staff and KH can begin work on this effort immediately.

The following is a summary of the proposed schedule for the project:

Contract Authorization (City Council Meeting)		August 22, 2022
Develop Trail Alignment Alternatives		August 2022 – September 2022
Prepare Engineering Memorandum and Identify Preferred Trail Alternative		September 2022
Prepare 90% Plans and Specifications/ <i>Submit 90% Plans</i>		October 2022 <i>October 31, 2022</i>
Prepare Final Plans and Specifications		November/December 2022
Council Approve Plans and Specs Authorize Advertisement for Bid		December 12, 2022
Bid Opening		January 13, 2023
Council Accepts Bids and Awards Project		January 23, 2023
Construction		Spring 2023

FISCAL IMPACT

Funding for the trail connection design services would come from the City's Park Acquisition and Development Fund (Fund 402). In addition, these cost efforts will be tracked separately from the current construction-phase services associated with the 70th Street and Argenta Trail project, to ensure proper documentation and funding appropriation.

The chart below shows the current balance of the Park Acquisition and Development Fund (Fund 402), as well as very high-level estimates of allocations for other park needs and projects on the

horizon. In summary, it shows that funds are available to proceed with Vista Pines Trail connection, and develop the identified parks in the City's northwest area (NWA), Heritage Village Park Phase 4, and maintain a healthy balance in the Fund for future needs and opportunities.

Project List	Balance	Year to Complete
Fund 402 Balance as of 6/30/22	\$4,761,413	
Remaining Expenses Vista Pines Park	-\$88,780	2022
Vista Pines Trail Connection Design Services - Kimley Horn	-\$52,900	2022/2023
Vista Pines Trail Construction (estimated)	-\$200,000	2022/2023
NWA - Peltier Pocket Park Development - (estimated)	-\$500,000	2022/2023
NWA - Highlands Pocket Park Development - (estimated)	-\$500,000	2022/2023
NWA - WSB Park Design (Highlands & Peltier)	-\$61,300	2022/2023
NWA - Park #4 - (estimated)	-\$1,000,000	TBD
Heritage Village Park – Phase 4 (estimated after DNR Grant)	-\$1,390,000	2023
HVP-Phase 4 5% Construction Contingency, Site Amenities, Construction Administration (estimated)	-\$179,500	2023
Seidles Lake Park Trail Connection (South St. Paul / DNR Grant)	-\$175,000	2023/2024
DEED Reimbursement (Vista Pines)	\$415,000	2022/2023
Total	\$1,028,933	

RECOMMENDATION

Staff recommends that the Park and Recreation Advisory Commission recommend to Council that they approve a Contract Amendment for \$52,900 to City Project No. 2015-08 with Kimley-Horn for Civil Trail Connection Design Services for Vista Pines Park.

ATTACHMENTS

1. IPO41A_Vista Pines Park Trail Connections_8_4_2022
2. Vista Pines Park Trail Connection Map_with Contours

INDIVIDUAL PROJECT ORDER NUMBER 41A

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and City of Inver Grove Heights (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated April 19, 2011, which is incorporated herein by reference.

Identification of Project: CSAH 26 & CSAH 63 Improvements
City Projects 2015-08, 2016-04 and 2016-05
Vista Pines Park Trail Connections

General Category of Services: Feasibility Phase, Final Design, and Bidding Phase Services

Specific Scope of Basic Services: Feasibility phase to develop trail connection options and cost estimates from CSAH 63 to Vista Pines Park. Final design and bidding phase services for the preferred trail connections. See attached Exhibit A for a more detailed summary of the scope of services.

Additional Services if Required: None identified at this time.

Schedule: See attached Exhibit C.

Deliverables: Feasibility Phase Options and Opinions of Probable Costs
Final Design Plans
Project Manual/Specifications

Method of Compensation To be billed on an hourly (cost plus) basis as detailed in attached Exhibit B.

Special Terms of Compensation: None

Other Special Terms of Individual Project Order: None

ACCEPTED:

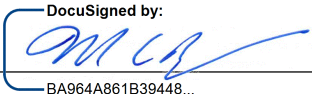
CITY OF INVER GROVE HEIGHTS

BY: _____

TITLE: _____

DATE: _____

KIMLEY-HORN AND ASSOCIATES, INC.

BY:  Mark Bishop
BA964A861B39448...

TITLE: Senior Vice President

DATE: 8/4/2022

EXHIBIT A
SCOPE OF SERVICES

INDIVIDUAL PROJECT ORDER (IPO) NO. 41A

CSAH 26 AND CSAH 63 IMPROVEMENTS
CITY PROJECTS CP 2015-08, 2016-04 AND 2016-05
VISTA PINES PARK TRAIL CONNECTIONS

The City of Inver Grove Heights recently completed construction on the new Vista Pines Park located west of the new CSAH 63 (Argenta Trail) roadway alignment and East of Argenta Court. The park will serve as an amenity for the recent residential development in the Blackstone developments and Peltier site development currently under construction. Trail and sidewalk infrastructure has been constructed with the area developments and is also a part of the Dakota County led CSAH 26 (70th Street) and CSAH 63 Improvements project that is anticipated to be completed in 2023. The County led roadway project realigns CSAH 63 and also proposes to extend multi-use trails along both sides of the roadway from Amana Trail to the north. Dakota County and the City are also planning to implement a crossing of CSAH 63 approximately 500-feet south of the 72nd Street intersection.

The Vista Pines Park contains multiple paved and natural surfaced trails but does not include a direct trail connection from the park to the proposed multi-use trail along CSAH 63. The City of Inver Grove Heights desires to investigate the feasibility of connecting the trail system along CSAH 63 to the trails within the park at both the north and south ends of the park. This IPO includes development of concepts and opinions of probable construction cost (OPCC) for trail connections, final design phase services for the preferred trail connection alignments, and bidding phase services as identified below.

1. FEASIBILITY PHASE SERVICES

A. *Project Management*

Kimley-Horn will provide overall project management and utilize internal project management tools to monitor budgets, staff roles, and responsibilities of all team members throughout the project. We will communicate directly with the City's project manager to discuss design decisions and progress throughout the project. We will manage day-to-day activities and milestones with respect to our services for the project. Kimley-Horn will prepare monthly billing invoices and provide a summary of the work tasks completed at the end of each month upon request. We have included up to two (2) virtual meetings with City staff to discuss the alignment alternatives and also discuss comments on the design plans. We have also included up to four (4) hours of coordination time with Dakota County staff to discuss and review a potential new crossing of CSAH 63 at Amana Trail along the north side of the intersection.

B. Basemapping

Kimley-Horn will compile existing topographic and proposed design information, provided by the City from the CSAH 26 and CSAH 63 Improvements project and the Vista Pines Park project to establish an existing basemap. We have assumed no topographic survey will be needed to complete the preliminary and final design phases.

C. Trail Alignment Alternatives

Kimley-Horn will develop up to four (4) trail alignment alternatives to connect the proposed trail along the west side of realigned Argenta Trail to the Vista Pines Park trail system. We have assumed the four trail alignment alternatives generally consist of the options detailed below:

- One (1) trail alignment alternative connecting the intersection of Amana Trail/Argenta Trail to the Vista Pines Park trail system generally running northwest from the north side of the intersection
- Up to three (3) trail alignment alternative connecting the proposed mid-block crossing of Argenta Trail to the Vista Pines Park trail system.
- Each trail alignment alternatives will evaluate the need for for switchbacks and retaining wall/slope stabilization needs to provide an ADA compliant trail profile.

A trail alignment exhibit including vertical profile will be prepared for each trail alignment alternative to assist in determining a preferred trail alignment. These exhibits will be prepared consistent with previous improvements exhibits prepared for the City of Inver Grove Heights at the feasibility study phase of other past projects.

D. Preparation of Opinions of Probable Construction Costs (OPCC)

Kimley-Horn will prepare one feasibility level OPCC for each of the four trail alignment alternatives identified in Task C, relying on information provided by the City and design prepared in Task C. We have assumed up to one (1) round of comments on each OPCC from City staff will be addressed.

2. FINAL DESIGN SERVICES

E. Preparation of Construction Plans

We will prepare final construction plans for the preferred trail alignments. We have assumed the trail connections to the park will not exceed 700 feet in length. The plans will be prepared consistent with previous trail improvement plans completed for the City and assumed to include the plan sheets listed below:

- Cover Sheet
- Typical Sections, Details, and Standard Plates
- Alignment Plan and Tabulation
- Removals, Existing Conditions, and Erosion Control Plan

- Trail Construction and Turf Establishment Site Plan
- Trail Grading Plan

As part of the plan development, we will provide the City with one design submittal at the 90% design level. Comments received at 90% will be included in the final plan submittal. We have assumed all plan submittals will be electronic and provided in PDF format. We have also assumed that the preferred trail alignment will not require retaining walls and no retaining wall plan preparation will be necessary.

F. Final Construction Specifications, Project Manual, Detailed Bid Items, and OPCC

We will prepare a project manual containing the bidding and technical specifications for the project consistent with City standard documents. We will also prepare unit quantities and bid items for the improvements included with the project for the purposes of bidding. The quantities and bid items will be used to develop and OPCC at both the 90% and final completion phases of the project.

3. BIDDING ASSISTANCE

G. Bidding Assistance

We will produce a PDF version of the plans and specifications to be uploaded to QuestCDN. We will field contractor questions related to the project plans and specifications and prepare up to one (1) addendum. We have assumed the bid opening will be held virtually consistent with recent City of Inver Grove Heights projects. We will also prepare a bid tabulation and a bid summary letter following the bid opening.

4. CONSTRUCTION PHASE SERVICES

H. Construction Administration

We will conduct a preconstruction meeting with the contractor, sub-contractor, and City staff and produce meeting minutes. We have assumed the preconstruction meeting will be virtual. We will also prepare conformed contractor documents and coordinate execution of the documents with the contractor and City staff. Weekly construction meetings are assumed to not be necessary for this project and coordination with the Contractor on schedule will occur via email or phone and through on-site coordination with the construction observer.

We will prepare one (1) partial pay request and one (1) final pay request for the project based on the assumed four-week overall construction schedule. Pay requests will incorporate project quantities calculated and measured in Task I below.

I. Construction Observation

We will provide on-site observation during the anticipated four-week construction schedule. We have assumed that a full-time construction observer is not needed for the project and that construction observation will be necessary up to fifteen (15) hours per week. We have assumed

construction observation will be performed during critical construction activities including final trail grading and base installation, trail paving, concrete work, and final turf establishment. During the assumed fifteen-hour construction observation time, the construction observer will perform the following tasks:

- Provide construction observation for the project improvements.
- Generate daily reports
- Photographs before, during, and after construction
- Coordinate materials testing as needed (materials testing service not included)
- Construction observation for evaluation that construction is in conformance with the Plans and City standards/specifications
- Regular coordination with the project contractor and City staff
- Coordination with Kimley-Horn's design engineer on any design related inquiries
- Complete IRA logs for all quantities on a daily basis

Kimley-Horn shall use the care and skill a reasonable practitioner in the profession would use in the same or similar circumstances. Kimley-Horn shall have no responsibility for any of the construction contractor's means, methods, and techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the construction work. Kimley-Horn's visits to the project site will be for the purpose of endeavoring to provide the City a greater degree of confidence that the completed work will generally conform to the construction documents. Kimley-Horn neither guarantees the performance of the construction contractor, nor assumes responsibility for the construction contractor's failure to perform its work in accordance with the contract documents. The construction contractor is solely responsible for constructing the project in conformity to the designs and specifications.

ASSUMPTIONS

We have assumed the following as a part of preparing this IPO:

- No topographic survey or geotechnical investigation will be completed
- No stormwater management or retaining wall design is included in the scope of work
- No review of a potential overpass is included in the scope of work
- No feasibility report or memorandum will be prepared as a part of developing trail alignment alternatives in task 1C.
- No construction staking or materials testing services are included in the construction phase services task.

EXHIBIT B
ESTIMATED COSTS

INDIVIDUAL PROJECT ORDER (IPO) NO. 41A

CSAH 26 AND CSAH 63 IMPROVEMENTS
CITY PROJECTS CP 2015-08, 2016-04 AND 2016-05
VISTA PINES PARK TRAIL CONNECTIONS

Kimley-Horn proposes to perform all services included within this IPO on an hourly (cost plus) basis using our current standard hourly rate schedule. The following is a summary of our estimated costs for the services included as a part of this IPO:

<u>Work Task</u>	<u>Estimated Fee</u>
Feasibility Phase Services	\$ 15,100
Final Design Services	\$ 18,600
Bidding Assistance	\$ 3,400
Construction Phase Services	\$ 14,200
<u>Reimbursable Expenses</u>	<u>\$ 3,100</u>
Total	\$ 54,400

A detailed estimate of cost and estimated hours is included as **Attachment A**. Our total estimated not-to-exceed cost for the scope of services included as a part of this IPO is, therefore, \$54,400 including all labor and reimbursable expenses.

EXHIBIT C
SCHEDULE

INDIVIDUAL PROJECT ORDER (IPO) NO. 41A

CSAH 26 AND CSAH 63 IMPROVEMENTS
CITY PROJECTS CP 2015-08, 2016-04 AND 2016-05
VISTA PINES PARK TRAIL CONNECTIONS

The following is a summary of the proposed schedule for the project:

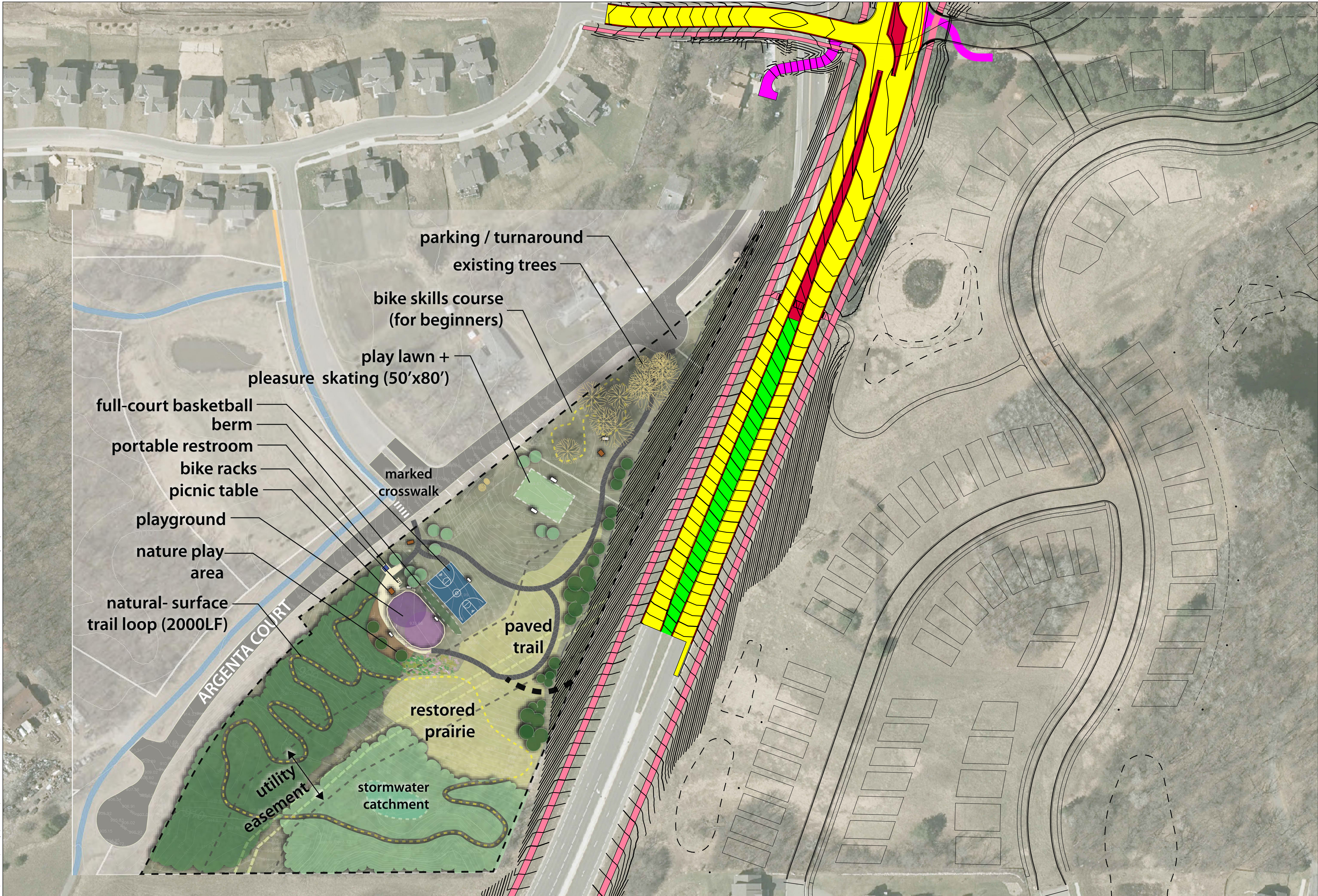
Contract Authorization	August 22, 2022
Develop Trail Alignment Alternatives	August 2022 – September 2022
Prepare Engineering Memorandum and Identify Preferred Trail Alternative	September 2022
Prepare 90% Plans and Specifications <i>Submit 90% Plans</i>	October 2022 <i>October 31, 2022</i>
Prepare Final Plans and Specifications	November/December 2022
Council Approve Plans and Specs <i>Authorize Advertisement for Bid</i>	December 12, 2022
Upload Plans for Bidding	December 16, 2022
Bid Opening	January 13, 2023
Council Accepts Bids and Awards Project	January 23, 2023
Construction	Spring 2023



Attachment A - Detailed Cost Proposal

City of Inver Grove Heights IPO 41A - Vista Pines Park Trail Connections							
Task	Project Manager/Client Manager	CAD Technician	Project Engineer/Construction Observer	Graduate Engineer	Clerical	Total Hours	Total Cost
1. Feasibility Phase Services							
A. Project Management	14				10	24	\$3,700
B. Basemapping		4	2			6	\$900
C. Trail Alignment Alternatives	5	26	6	16		53	\$8,000
D. Opinions of Probable Construction Costs (OPCC)	1		4	12		17	\$2,500
Task 1 Total	20	30	12	28	10	100	\$15,100
2. Final Design Services							
E. Preparation of Construction Plans	5	38	12	50		105	\$15,400
F. Final Construction Specifications, Project Manual, Detailed Bid Items, and OPCC's	2		4	16		22	\$3,200
Task 2 Total	7	38	16	66		127	\$18,600
3. Bidding Assistance							
G. Bidding Assistance	2	4	8	8		22	\$3,400
Task 3 Total	2	4	8	8		22	\$3,400
4. Construction Phase Services							
H. Construction Administration	6		16	6		28	\$4,600
I. Construction Observation			60			60	\$9,600
Task 2 Total	6		76	6		88	\$14,200
Sub-Total	35	72	112	108	10	337	\$51,300
Reimbursable Expenses							\$3,100
TOTAL COST							\$54,400

K:\TWC_Civil\County\DAKOTA\CSAH 26 FINAL DESIGN\CAD\Plan Sheets\Exhibits\Sandell Watermain Extension.dwg July 25, 2022 - 8:53am





Request for Council Action

SUBJECT: **Park Project Updates and Department Happenings**

MEETING DATE: August 10, 2022

ITEM TYPE: Administrative Presentations

CONTACT: Brian Swoboda, Parks Superintendent, 651.450.2582

ACTION REQUESTED

Park Project Updates - Information only, no action needed.

BACKGROUND

A. Park Project Updates

1. July Park Tour Review
2. South Valley Park Update
 - a. Final plans and specifications are nearly complete, authorization to go to bid on City Council Agenda for August 22.
3. Heritage Village Park Update

B. Department Happenings

1. Parks Superintendent Update
 - a. Northwest Area Park Update- WSB Pocket Park Development and Community Engagement Contract for \$61,000 on August 8, 2022 City Council consent agenda.
2. Recreation Superintendent Update
 - a. Vista Pines Update – Reminder of Grand Opening August 23, 6:00 pm.
 - b. VMCC Community Room Updates
 - c. Senior Club Update

FISCAL IMPACT

None

RECOMMENDATION

Information only - No action needed

ATTACHMENTS

1. Design Options_warm tones_07142022



OPTION B | (OPEN AIR SHELTER DESIGN) 07.14.2022





OPTION B | (OPEN AIR SHELTER DESIGN) 07.14.2022





OPTION B | (OPEN AIR SHELTER DESIGN) 07.14.2022





Request for Council Action

SUBJECT: **Commission Questions and Comments**

MEETING DATE: August 10, 2022

ITEM TYPE: Commission Comments

CONTACT: Julie Dorshak, Recreation Superintendent, 651.450.2588

ACTION REQUESTED

None

BACKGROUND

A. Commission Comments

B. Next Meeting: September 14, 2022; Input from Commissioners on the Next Agenda

FISCAL IMPACT

None

RECOMMENDATION

None

ATTACHMENTS

None